by an instrument in writing duly signed and forwarded to the said party of the first part, assign the said Bond office, and withdrawal from the Company, vacation of said trust, and thereupon, or in case of anything happening either of said trustees or any trustee hereafter appointed shall die or be removed by a court of Chancery, jurisdiction, or become lunatic or otherwise incapacitated to execute the trust, the surviving or the other with the written approval and assent of the holders of said Bonds, or the said trustee to the aggregate extent of not less than one third of the said trust, withstanding and unpaid, may appoint a trustee or trustees to fill such vacancy, and in such case the new trustee or trustees appointed, either or both as the said trust shall continue to be such, should become and possess and be subject to the like rights, powers, trusts and duties, as of the or they shall have acquired trustees originally mentioned and therein, any vacancy in the trusteeship, the remaining or surviving trustee shall have power to execute the trust until the vacancy is filled. In default of appointment as aforesaid, it shall be the duty of the parties of the second part, or in case of neglect for a reasonable time, then for the party of the first part, to apply to a Court in Virginia, having jurisdiction in the premises, for the appointment of a trustee or trustees to fill such vacancy, or vacancies, and be from time to time.

And it is further provided and declared, that the due appointment of a trustee shall be sufficient to vest in him or them the appropriate trust, rights, powers and duties as herein provided in that behalf, without any new deed or conveyance. But Nevertheless, the party of the first part hereby covenants in any and every such case to make and execute upon request any such deed and conveyance or assurance as may be appropriate for more fully and certainly vesting in said Corporation or such new trustee or trustees such trust, rights, powers and duties, and in every case of resignation of a trustee the resigning trustee shall, if requested, make and execute such conveyance or assurance to the corporation. And the said party of the first part shall and will well and truly pay or cause to be paid unto the holders of holding of said bonds the principal and interest thereof, as such principal and interest become payable, according to the tenor of said bonds respectively, and of the coupons thereunto attached.

Eighth. It is further provided and declared, that of the said party of the first part shall well and truly keep and perform the foregoing covenants and agreements on its part to be performed, and shall well and truly pay the said bonds and coupons with interest thereon, according to the tenor thereof, then these presents shall be void, otherwise to remain in full force.

And whereas a charter of and in pursuance of the authority conferred by resolution of the stockholders of said company adopted in general meeting on the 10th day of February 1874, as follows, that the Directors and Board of Directors of this company be and they are hereby empowered to execute a Mortgage or deed of trust by authority of the terms of the charter of the company upon all the property and franchises of the company to secure the payment of principal and interest of an amount of bonds not exceeding fifteen hundred thousand dollars in pursuance of the authority conferred by the Board of Directors of said Company by resolution dated August 8th 1874 as follows: