the payment thereof in the manner hereinafter appearing. And whereas the issue of said bonds and the execution of these presents have been duly consented to by the persons holding the larger amount in value of the stock of the Telephone Company at a meeting of the shareholders thereof duly called for that purpose in the manner and form provided by law. Now this indenture witnesseth and it is agreed, and declared as follows- 1. That

Conveyance to Trustee

the telephone company in consideration of the premises hereby grants bargains and sells conveys assigns mortgages and warrants unto the Trustee its successors and assigns all and singular the property present and future real and personal of the Telephone Company situated in the States of Missouri and Kansas including all lands hereditaments telephone systems exchanges lines rights titles franchises interests privileges licenses choses in action contract patents easements patent rights and licenses under patents now belonging to or hereafter acquired by the Telephone Company in or for the States of Missouri and Kansas and which without in anywise limiting the generality of the foregoing shall include the property privileges rights franchises and licenses under patents specified or referred to in the first schedule hereto. To have and to hold the same (hereinafter called the trust premises) with all the privileges and appurtenances thereto appertaining or now or hereafter belonging unto and to the use of the Trustee and its successors and assigns forever to secure the payment of the bonds hereinafter described at the times hereinafter provided and upon and for the trusts and purposes herein contained. 2 Until some default shall be made by the Telephone Company in the performance or observance of some covenant or agreement herein or in the said bonds contained and continued for ninety days the Telephone Company

Until default the company to enjoy the trust premises

may hold and enjoy the trust premises and in the ordinary course of its business use the supplies and deal with the contracts and choses in action comprised in the trust premises and pull down alter and repair buildings and structures and change the location or position of its systems and lines and replace any of its equipment machinery and tools with others. 3. From and after any such default

Statutory power of sale

the Trustee (notwithstanding any request to sell, as hereinafter provided for) may at its discretion and shall at the request in writing of the holders of one-fifth of the said bonds at the time outstanding institute proceedings or bring actions at law or in equity to enforce the performance and observance of the said covenants and agreements to foreclose or enforce this mortgage or the lien hereof or otherwise to enforce or protect the rights of the said holders and in case of such default being made in the payment of any principal or interest moneys secured by the said bonds or any of them or of any money payable to the Trustee under the provisions hereof the Trustee shall have power and authority to grant bargain and sell release and convey the trust premises at public vendue and to executed and deliver to the purchasers at such sale good and

Power of entry after default.

sufficient deeds of conveyance. 4. From and after any such default continued for ninety days the Trustee may in its discretion and without any further consent on the part of the Telephone Company or its assigns enter upon and take possession of the trust premises and thereupon shall use and enjoy the same and shall collect