

Resignation of the trustee.

shall not be compelled to do any act under this indenture unless reasonably indemnified against loss, cost, liability and expense. And the trustee may at any time in its discretion, and shall at the request in writing of the holders of two thirds of the bonds, resign the said trusts by filing its resignation in any court having jurisdiction and publishing notice thereof once a week for three successive weeks in one or more newspapers published in the said city of Dayton, Ohio, and such resignation shall take effect upon the appointment of a new trustee which shall be a trust company incorporated by or under the laws of Ohio or the State of Kansas and may be appointed by the said court ^{or any court} having jurisdiction, upon application of the retiring trustee or any of the bondholders, but no such trust company shall be appointed if before such appointment the holders of one fourth of the bonds at the time outstanding shall have filed in the court to which such application is made a protest in writing against its appointment. And the clauses herein contained and referring to the trustee shall extend and be applicable to the trustee for the time being, of these presents. And every such trustee shall be exempt from giving any bond or surety in respect of the execution of the said trusts or powers or otherwise in respect to the premises. 15. And whenever in this indenture mention is made of bonds the

Definition of terms.

terms shall be deemed and construed to mean the bonds issued under and secured by these presents at the time outstanding and unpaid unless the context requires some other meaning and in like manner the term coupons shall be deemed and construed to mean the coupons attached to the same bonds. The titles printed in the margin hereof are no part of this indenture.

subject to certain liens.

16. This mortgage and the foregoing conveyance is subject to a lien given to the Lawrence Electric Light Company by the grantor herein to secure the payment of the sum of Forty-five thousand dollars (\$45,000.00) and as provided in a certain contract between the Lawrence Railway and Light Company and the Lawrence Electric Light Company of date of April 24th 1909, and also subject to a certain issue of bonds outstanding against the Lawrence Electric Light Company on all its property and being for the principal sum of sixty thousand dollars (\$60,000.00). 17 It is further covenanted and

Redemption of bonds.

agreed that the Lawrence Railway and Light Company shall have and hereby reserves the right to pay and redeem such bonds or any of them at any half yearly interest period by paying the amount of the principal thereof and in addition five percent premium thereon together with all interest accrued thereon and unpaid by the time fixed for such redemption. Provided that after the money for redemption, costs of advertising, etc., shall be deposited with the trustee, that notice thereof shall be given by the trustee by advertisement once a week for three consecutive weeks in some newspaper published in the city of Dayton, Ohio, the first publication of such notice in such case to be at least thirty (30) days before the time