

ture, or in defending any suit in relation thereto, or in any manner protecting the title or estate hereby conveyed, or intended so to be, all money so advanced or expended shall be a charge secured by this indenture in the same manner as said bonds, but shall have priority over said said bonds and coupons, and shall be repaid on demand at six per cent per annum by said Telephone Company on demand; and it shall not be obligatory to inquire into the validity of such tax title, or of such taxes or assessments, or sales, therefor, or said liens, in advancing money in that behalf as above authorized; but nothing herein contained shall be construed as requiring the Trustee to effect such insurance or to advance or expend the money for taxes or assessments or other purposes aforesaid.

ARTICLE TWELFTH.---In the event that said Telephone Company be required by any law now in force hereafter passed by the United States, or any state thereof, or any county or municipality therein, except Federal income tax under the present law, to pay for or on behalf of the holder or holders of any of said bonds any taxes or public dues arising out of the ownership of any of said bonds, or be required to retain such taxes or dues out of any payment to be made to such holder or holders of any of said bonds, said Telephone Company covenants nevertheless to pay to the holder or holders of such bonds the full amount due thereon, both principal and interest, without deduction for or on account of such payment or payments of taxes or public dues so required to be paid or retained (except Federal income tax under the present law), and will not charge the amount of such payment or payments, except as aforesaid, against such holder or holders of such bonds or any of them.

ARTICLE THIRTEENTH.---Said Telephone Company covenants faithfully to pay the principal sums due on said bonds when the same become payable according to the tenor thereof, together with the interest coupons thereon, upon presentation and surrender of said coupons and bonds respectively, and covenants well and truly to perform, according to the true intent and meaning thereof, all other covenants by it in this indenture made or stipulations herein on its part to be kept and performed.

No purchase or sale of any of the coupons hereby secured, or loan or advance made up on any of said coupons, on behalf of or at the request of the Telephone Company, whether before or after maturity, and no redemption of any of said coupons by any guarantor of the payment thereof, shall beyond the time of maturity of such coupons keep such coupons alive or in force as a lien upon the property hereby conveyed as against the holders of any bonds or other coupons.

ARTICLE FOURTEENTH.---If default be made by said Telephone Company in any manner hereunder and continued for six (6) months after written notice by holder of any bond hereby secured, addressed to the Telephone Company and left at its principal office and a similar notice addressed to it and left at the office of the Trustee, specifying the default complained of and demanding that said Telephone Company perform its covenants hereunder stipulations on its part in default, then the Trustee in its discretion may, and upon request in writing of the holders of not less than one-fourth of the bonds hereby secured then outstanding the Trustee shall, declare the principal of said bonds then outstanding at once due and payable, together with all accrued and unpaid interest thereon; and thereupon the whole of the principal of such bonds, together with all accrued and unpaid interest thereon, shall at once become due and payable, although the period limited in said bonds may not then have expired.

ARTICLE FIFTEENTH.---If any default be made by the Telephone Company and continued for six months after said notice and demand mentioned in article "fourteenth", and if such default be not waived as hereinafter provided, or in case of default in the payment of the principal of said bonds at maturity, the Trustee may proceed, in any court having jurisdiction, against the Telephone Company to obtain a decree for the foreclosure sale and conveyance of the whole or any part of the real and personal property hereby mortgaged, either in one lot and as an entirety or in such parts and parcels as the Court may order and direct, or the Trustee may institute and carry out any other proceedings authorized by law for the enforcement of said coupons and bonds. Out of the proceeds of any foreclosure sale or other proceedings the Trustee may pay the costs of such suit, all costs of advertising, sale and conveyance, including reasonable sums for attorneys' fees and solicitors' fees incurred in the enforcement hereof, and all other expenses and charges of this trust, reasonable compensation to the Trustee, all moneys advanced as herein authorized with interest (all of said fees to be fixed by court and charged as costs of suit), and then pay the principal of any bonds then outstanding, whether due and payable by the terms thereof or under any provision herein, with interest thereon to time of such sale (subject to the provisions of article "thirteenth" hereof), said bonds and interest to be paid in full if said purchase money be sufficient, and if not sufficient then to be paid pro rata, rendering the overplus, if any, unto said Telephone Company upon reasonable request. It shall not be obligatory upon the purchaser or purchasers at any sale so made to see to the application of the purchase money.

The Trustee is hereby appointed the true and lawful attorney in fact of the Telephone Company, irrevocable and by way of a power coupled with an interest, in the name and stead of the Telephone Company to make all proper and necessary deeds, conveyances and assignments of property thus sold under and by virtue of said foreclosure or other proceedings, and said Telephone Company does hereby ratify and confirm all that its said attorney may lawfully do by virtue hereof.

At any sale made pursuant to the powers herein granted or by judicial authority, any holder of bonds may bid for and purchase any property sold hereunder and, in the event of purchase by him, shall be allowed credit, as so much cash paid, for so much of the purchase money as shall be a proper share or divided to which the bonds and coupons held by him shall be entitled from the purchase price.

Upon any foreclosure sale being made of the mortgaged premises under this indenture, the principal of all bonds hereby secured then outstanding, if not already due and payable, shall at once become due and payable, whether or not notice has been given declaring the principal due by reason of any default, anything in said bonds or herein contained to the contrary notwithstanding.

Money with Interest to be repaid on demand.

Tel. Co. To Pay Bonds And Interest With- out Deduction For Taxes Thereon.

Tel. Co. To Pay Bonds and Interest When Due and Perform all Covenants of This Mortgage.

No Purchase of Coupons Shall Keep Them Alive After Maturity Against Bonds or other Coupons.

If Tel. Co. Default for Six Months After Notice, Trustee or Shall Declare Principal of Bonds Due.

If Tel. Co. Default as in Art. 14, and if Default Not Waived, or if Default in Principal at Maturity, Trustee may proceed in court to Foreclosure. Same: In Lieu Foreclosure in Court, Trustee May sell on Giving legal Notice. Same: Proceeds of Foreclosure Applied to Cost Then on Bonds and Interest, Surplus to Tel. Co. Same: Not Obligatory on Purchaser to See Application of Proceeds.

Same: Trustee appointed Attorney to make deed or conveyance of property sold hereunder and by virtue of said foreclosure or other proceedings, and said Telephone Company does hereby ratify and confirm all that its said attorney may lawfully do by virtue hereof.