

Every Remedy of Mortgage is Cumulative. ARTICLE SIXTEENTH.--Every remedy provided in this mortgage is cumulative and shall be in addition to every other remedy given in this mortgage or now or hereafter existing at common law or in equity, or by constitution or statute, either independently of or in connection with the provisions of this mortgage.

If Default Made by Tel. Co. and Same Not Waived, Or Default Of Principal At Maturity Trustee May Property Mortgaged and Operate, Etc., ARTICLE SEVENTEENTH.--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 payment of principal of said bonds at maturity, then by its attorneys or agents the Trustee may enter in and upon, and take and possess all real and personal property and franchises hereby conveyed, or any part or parts thereof, making entry upon any portion in the name of the whole, and to have, hold and use the same, and to work, operate and conduct the business thereof by its superintendents, managers, receivers or servants, or other attorneys or agents; to make from time to time all repairs and replacements and useful alterations, additions and improvements thereto as may seem to it judicious or convenient; to collect and receive all tolls, incomes, revenues, rents, issues and profits of said property and franchises, and every part and parcel thereof. After deducting and defraying the expenses of working, operating and conducting said business, and costs of repair, replacements, alterations, additions, and improvements, and all payments which may be made for taxes, assessments and charges or liens prior to the lien of these presents upon said property or any part or parcel thereof, and all other expenses and liabilities whatsoever incurred in relation thereto, as well as just compensation for its service and for the services of such attorneys and other persons who may have been employed by it, which said Trustee is hereby authorized to make and retain, then said Trustee shall apply the moneys arising from such working and operation towards the payment of interest upon said bonds in the order in which said interest shall have become due, tractably, to the persons holding the coupons evidencing the right to such interest (subject to the provisions of Article "thirteenth" hereof), and after paying all interest which shall have become due shall apply the residue of such moneys in and towards the payment of the principal of such Not Personal of the bonds as at that time may be outstanding, ratably and without discrimination or preference, until the same shall be fully paid; and if, after satisfaction thereof a surplus shall remain the Trustee shall pay over such surplus to the Telephone Company, and Damages While the property then hereby encumbered shall be forthwith surrendered to and be thereafter held possessed and enjoyed by the Telephone Company. The Trustee shall not be personally liable for any debts contracted by it, nor for damages to persons or property injured, nor for salaries or wages, nor for non-fulfillment of contracts, during any period wherein the Trustee may control, operate and manage said property upon entry under this article.

Same: Trustee Instead Operating, May Demise Property; Revenue from Demise to be Applied Same as Proceeds of Operation above. However if the Trustee shall think it inexpedient, after such entry, to work and operate such property, it may demise or let said property to any person or persons, corporation or corporations, willing to work and operate the same, for such term or period, not exceeding one year at any one letting without the consent in writing of the holders of a majority in interest of said bonds outstanding, but with such consent for any longer term as such rent or proportion of the receipts or profits, and upon such terms and conditions as the Trustee shall in its discretion deem proper. The Trustee shall apply the revenue or income to arise from such demise or letting in the same manner as the net revenue or income to arise in the event said property be worked and operated by it under the provisions contained above in this article.

Same: After Trustee Take Possession, if Defaults Removed, Tel. Co. To be Restored to Property. No Holder of Bonds or Coupons has Right to Foreclose, etc., without notice to trustee; then only if one-fourth Holders of Bonds Join; To give Trustee Indemnity Against Expenses. After all defaults on the part of the Telephone Company shall have been removed and discharged before sale of the property as herein provided, then said Telephone Company shall be entitled to be restored to the possession of said property, and said Trustee shall surrender to said Telephone Company all of said property then remaining, and shall restore said Telephone Company to the full enjoyment of the same, as if no entry as herein authorized had been made, but without waiver in the lease of the right of the Trustee to again enter in case of subsequent default. ARTICLE EIGHTEENTH.--No holder or holders of any bonds or coupons issued hereunder shall have the right to institute any proceedings for the collection of moneys evidenced thereby, or for the foreclosure of this indenture or the execution of the trusts hereof, or for the appointment of a receiver, or for any other remedy under this indenture, or otherwise, without first giving notice in writing to the Trustee of default having been made, and continued as aforesaid, and by such notice, request the Trustee to so proceed to enforce the lien hereby created, and then only if at least one-fourth in amount of the holders of the bonds then outstanding join in such notice and request to the Trustee and a reasonable opportunity shall have been offered the Trustee, after the receipt of such notice and request, to proceed in its own name to exercise the powers herein granted or intended so to be: Provided, however, that such bondholder or holders shall have also first offered to the Trustee reasonable indemnity against tax costs, expenses, and liabilities to be by the Trustee incurred by proceeding to carry out the request contained in such notice. Such notice, request, and indemnity may be required by the Trustee as conditions precedent to the execution of the powers and trusts of this indenture or otherwise, as provided by law in case of default in any manner hereunder. Upon tender of such reasonable indemnity, whether previously requested or not, and upon said notice and request, it shall be the duty of the Trustee, in case of any such continuing default, not to proceed under this indenture in such lawful manner as may seem best; but nothing herein contained shall prevent the holder of bonds hereby secured from proceeding in any lawful manner in their own names if the Trustee shall fail or refuse to proceed after such continuing default, notice, request and offer of indemnity.

Same: Upon Indemnity and said Notice, Trustee to Proceed; or Refusal, Holders of Bonds May. If Trustee have proceeded and Proceedings Discontinued, then Tel. Co. and Trustee Restored to Former. In case the Trustee shall have proceeded to enforce any right under this indenture and such proceeding shall have been discontinued or abandoned for any cause, or if such proceeding shall have been by any court of competent jurisdiction determined adversely to the Trustee, then in any and every such case, the Telephone Company and the Trustee shall be restored to their former positions and rights hereunder; and all other rights, limitations and powers hereunder shall continue in the event of any other prior or subsequent default by the Telephone Company, with like force as if such proceeding so determined had not been taken.

any with interest to be repaid on demand.
Tel. Co. To Pay Bonds And Interest With Deduction of Taxes.
Tel. Co. To Pay Bonds and Interest When Due and Principal of This Mortgage.
Purchase Coupons Keep Them Live After Agency Bonds or Other Coupons.
Tel. Co. Default for Six Months After Issue, Trustee Shall Declare Principal of Bonds Due.
Tel. Co. Default as in Article 14, and if Default Not Waived, or if Default in Principal at Maturity, Trustee may proceed to court to foreclose.
In Lieu of Foreclosure in Court, Trustee may sell on legal notice.
Proceeds of Foreclosure Applied to Cost of Bonds and Interest, Surplus to Tel. Co.
Not Obligation on Purchaser to See Application of Proceeds.
Trustee appointed by Home Telephone Co. may foreclose and sell bonds, and may sell principal of all bonds to come due.