

MORTGAGE RECORD 75

mailing nor the receipt of such notice shall be a condition precedent to such redemption. Upon publication of such notice as aforesaid the bonds therein specified for redemption shall, on the day designated in such notice, become due and payable at the respective redemption prices specified therein.

Upon redemption as aforesaid, the respective redemption prices for the bonds so designated for redemption shall be paid to the bearers or registered owners of such bonds, respectively, but in no case shall the Railway Company be required to make payment except upon the surrender of the bonds and of all coupons for interest appertaining to coupon bonds unmatured at the date of redemption designated in such notice. Accrued interest represented by the coupons maturing on the date of redemption and coupons that shall have matured prior to redemption shall continue to be payable (but without interest unless the Railway Company shall make default in the payment thereof upon demand) to the respective bearers of such coupons. If, in case of partial redemption, there shall be drawn for redemption one or more, but less than all, of the coupon bond serial numbers endorsed upon a registered bond without coupons, then upon presentation of such registered bond, the amount payable in respect of the coupon bond or bonds the number or numbers of which were drawn for redemption, shall be paid to the registered owner of such bond, or upon his order, and the Railway Company shall execute and seal and the Trustee shall thereupon authenticate and deliver to the registered owner thereof, or upon his order, and at the expense of the Railway Company, a new bond or bonds for the amount of said surrendered registered bond less the principal amount so paid.

From and after the date designated in such notice as the date of redemption (unless the Railway Company shall make default in paying off upon demand the bonds to be redeemed as herein provided) no further interest shall accrue upon any of the bonds designated for redemption, and anything in said bonds or in said coupons or in this Trust Indenture to the contrary notwithstanding, any and all unmatured coupons for interest appertaining to said bonds shall become and be null and void.

2. All of the bonds of Series A, but not a part thereof, shall be redeemable, at the option of the Railway Company, on September 1, 1932, or on any semi-annual interest date thereafter, and prior to maturity as hereinbefore in this Article Two provided at the principal amount thereof plus a premium equal to $\frac{2}{4}$ if redeemed on or after September 1, 1932 and on or before September 1, 1947, or if redeemed after September 1, 1947 plus a premium equal to $\frac{1}{4}$ of 1% for each period of six months intervening between the date of redemption and September 1, 1932.

3. In case any series of bonds shall by their terms be subject to redemption as aforesaid, on the deposit with the Trustee of the amount necessary, on the deposit with the Trustee of the amount necessary so to redeem on any specified date all of the bonds of said series then outstanding and on delivery to the Trustee of (1) proof satisfactory to the Trustee that notice of redemption of all the bonds of said series has been published as aforesaid, or, (2) a written instrument, executed by the Railway Company under its corporate seal, irrevocably authorizing the Trustee to publish such notice for and on behalf of the Railway Company, and on payment to the Trustee of all costs, charges and expenses in relation thereto or otherwise payable to the Trustee under this Trust Indenture, the Trustee, at the written request of the Railway Company, shall redeliver to the Railway Company, or upon its order, the bonds and any other securities specifically pledged as security for the bonds of the series so to be redeemed. The Trustee shall apply the moneys so deposited with it to the payment and redemption of the bonds of said series at the redemption price therein specified, but shall not in any event be liable beyond the amount so deposited with it. Any such moneys remaining unclaimed by the holders of bonds for five years after the specified redemption date shall be repaid by the Trustee to the Railway Company upon its written request, and thereafter the holders of the bonds of such series shall be entitled to look only to the Railway Company for payment thereof; provided, however, that the Trustee before being required to make such payment, may at the expense of the Railway Company cause notice that such unclaimed for moneys after a date named therein will be returned to the Railway Company to be published once a week for four successive weeks in a daily newspaper, printed in the English language and published and of general circulation in the Borough of Manhattan in the City of New York.

4. All bonds redeemed and paid under this Article Two shall be delivered to and cancelled by the Trustee and shall be redelivered to the Railway Company on its written request, and no bonds shall be issued in substitution therefor.

ARTICLE THREE.

PARTICULAR COVENANTS OF THE RAILWAY COMPANY.

1. The Railway Company will duly and punctually pay the principal of and interest upon every bond issued under this Trust Indenture at the times and place and in the manner provided therein and herein and in the coupons thereunto appertaining according to the true intent and meaning thereof and hereof, without deduction from either principal or interest for any tax, assessment or governmental charge (other than Federal income taxes) which the Railway Company or the Trustee may be required or permitted to pay thereon or to retain therefrom under any present or future law of the United States of America, or of any state, county, municipality or other taxing authority therein, and the Railway Company hereby assumes the payment of all such taxes, assessments or governmental charges (other than Federal income taxes).

In order to prevent any accumulation of coupons or claims for interest after maturity, the Railway Company expressly covenants that it will not, directly or indirectly, extend or assent to the extension of the time for the payment of any coupon or claim for interest on any of the bonds, and the Railway Company will not, directly or indirectly be a party to or approve of any such arrangement by purchasing or funding said coupons or claims for interest, or in any other manner.

2. The Railway Company covenants that the First and Refunding Mortgage has been duly authorized by the Railway Company and constitutes a valid security according to its terms for the First and Refunding Mortgage Gold Bonds pledged and to be pledged under this Trust Indenture and is a valid lien upon the properties therein described; that the First and Refunding Mortgage Gold Bonds pledged under this Trust Indenture as specific security for the bonds of Series A have been, and all such bonds as may hereafter be pledged hereunder will have been duly and validly issued by the Railway Company and duly authenticated and delivered pursuant to the terms of the First and Refunding Mortgage; and that the Company is duly authorized validly to pledge the same under this Trust Indenture on the terms hereof.

3. The Railway Company covenants and agrees that it will perform and observe each and all of the covenants and conditions contained in the First and Refunding Mortgage.

4. The Railway Company for itself, its successors and assigns, covenants and agrees that it will not extend or permit to be extended the time for the payment of any of its bonds issued under the First and Refunding Mortgage, nor any bonds or other obligations secured by a mortgage or other lien on any of the lines of railway or property which now are or may hereafter become subject to the lien of the said First and Refunding Mortgage; and that it will pay all of the said bonds and other obligations, or cause the same to be paid, when by their terms they shall respectively become due and payable, and will forthwith thereupon cause the mortgage or other lien securing the respective bonds or other