

MORTGAGE RECORD 75

Company and of the Trustee.

In certain events defined in the Indenture, the principal of this Bond may be declared and may become due and payable before the stated maturity hereof, together with the interest accrued hereon, in the manner, with the effect and at the times set forth in the Indenture.

In the manner, to the extent and with the effect provided in the Indenture, modifications or alterations of the Indenture may be made, with the written consent, filed with the Trustee of the Company and of holders of not less than seventy five per cent (75%) in principal amount of the Bonds at the time outstanding; provided, however, that no such modification or alteration shall, among other things as provided in the Indenture, affect or impair the obligation of the Company in respect of the principal or interest of this Bond, which obligation is absolute, unconditional and unalterable.

This bond shall be treated as negotiable, subject to the provisions for registration and transfer herein and in the Indenture contained, and, except while registered as to principal otherwise than to bearer, shall pass by delivery; registration of this Bond as to principal shall not affect the negotiability of its coupons, which shall remain payable to bearer, be treated as negotiable and pass by delivery, whether or not this Bond is registered; and the Company and every successive bearer and owner of this Bond by accepting or holding the same, consents and agrees to the foregoing provisions and each invites the others and all persons to rely thereon.

At the bearer's option subject to the provisions as to charges and reasonable regulations contained in the Indenture, this Bond may from time to time be registered as to principal only, in the name of the bearer or his nominee, on books to be kept by the Company at the principal office of the Trustee, upon presentation hereof at such office and the notation of such registration hereon by the Trustee as Bond Registrar. After such registration and notation, no transfer hereof shall be valid unless evidenced by a written instrument of transfer, in form satisfactory to the Trustee, duly executed by the registered owner in person or by his duly authorized representative, or by his agent or attorney duly appointed in writing, and unless such transfer is similarly registered and noted; but this Bond, if so registered, may be discharged from registration, and transferability by delivery be restored by like transfer to bearer similarly registered and noted. This Bond may again from time to time in like manner, be registered as to principal only or be transferred to bearer.

On the conditions in the manner and with the effect provided in the Indenture this Bond either singly or together with other Bonds of Series A, may be called for redemption at the option of the Company, on any interest day prior to maturity, by publication in a daily newspaper printed in the English language of general circulation in Abilene Kansas at its face value plus a premium of three per cent (3%) of such value, if called for redemption on or before November 1, 1937 and if called for redemption thereafter and on or before November 1, 1946 at its face value plus a premium of three per cent (3%) of such value reduced by one fourth per cent (¼%) of such value for each year or fraction thereof which shall have elapsed between November 1, 1937, and the date fixed for redemption in the call, and if called for redemption after November 1946 at its face value, together in each case with accrued and unpaid interest to the date fixed for redemption in the call. If this Bond is so called and payment is duly provided therefor as required in the Indenture, interest shall cease to accrue on this Bond from and after such date for redemption, coupons thereafter maturing shall be void, and after such call and provision for payment this Bond shall cease to be entitled to any lien or security under the Indenture.

This Bond singly or with other Bonds of Series A, with all unmatured coupons attached may be exchanged for an equal principal amount of Bonds of Series A of the other denomination having numbers not contemporaneously outstanding and bearing coupons which are unmatured and which are identical, in aggregate amount and dates of maturity, with the unmatured coupons which at the time of exchange are attached to this Bond, and to such other Bonds of Series A contemporaneously surrendered for exchange; all upon payment of the charges, and subject to the terms, conditions and limitations, specified in the Indenture.

No recourse whatsoever, either directly or through the Company or any trustee, receiver or assignee shall be had in any event or in any manner against any promoter, incorporator or any past, present or future stockholder, director or officer of the Company by virtue of any past, present or future constitution, statute or rule of law or equity or by the enforcement of any assessment or penalty, or by any legal or equitable proceeding, or otherwise, for the payment of the principal of this Bond, or the interest hereon, or for any claim based hereon or otherwise in respect hereof or of the Indenture; this Bond and the Indenture each being a corporate obligation only, and all individual liability of whatsoever kind or nature of, and all rights and claims against, such promoters, incorporators, stockholders, directors and officers founded in any way, directly or indirectly upon the Indenture or this Bond or its coupons, or growing out of its issuance or out of the indebtedness thereby evidenced, are expressly waived and released by the acceptance of this Bond and as a condition of and a part of the consideration for the issue hereof and by the provisions of the Indenture.

Neither this Bond nor any of the coupons hereto appertaining shall be valid or become obligatory for any purpose, or be entitled to any security or benefit under the Indenture, until the certificate hereon shall have been signed by the Trustee.

United States Internal Revenue Stamps pertaining to this Bond in the proper amount have been affixed to an original counterpart of the Indenture (to be filed with the Trustee) and duly canceled.

In Witness Whereof, The American Telephone Company has caused this Bond to be executed and its corporate seal to be hereunto affixed by its officers thereunto duly authorized and coupons for interest to be hereunto attached bearing the facsimile signature of its treasurer, all as of the First day of May, 1928.

The American Telephone Company
By-----President
Attest-----Treasurer
Secretary

(FORM OF COUPON)

No----

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On -----19----The American Telephone Company, upon surrender hereof, unless the Bond mentioned below shall have become previously payable, and provision for payment thereof shall have been duly made, as provided in the Indenture referred to in said Bond, will pay to the bearer at the principal office in Abilene, Kansas, of The United Trust Company (or at the principal office of its successor in the trust under said Indenture), -----dollars (\$) in gold coin of the United States of America or of equal to the standard of weight and fineness existing May 1, 1928 without deduction for federal income taxes not in excess of 2% as provided in the Bond mentioned below, being six (6) months' interest then due on its First Mortgage Gold Bond, Series A due May 1, 1948.

No ----

-----Treasurer

(FORM OF TRUSTEE'S CERTIFICATE)

This is one of the Bonds of Series A referred to in the within mentioned Indenture.

The United Trust Company
As Trustee
By
Vice President