

## MORTGAGE RECORD 75

Section 6.--The Sinking Fund Prices hereinbefore mentioned are as follows: From the date hereof to and including April 30, 1937, one hundred one per cent, of the principal amount of the Bonds to be redeemed, and thereafter the principal amount thereof, plus, in each case, accrued interest to the date of redemption.

Section 7.--If the Company shall have made such payment and if such notice shall have been published and mailed as hereinbefore provided, the Bonds so called for redemption shall become due and payable on the date, at the place and at the premium, if any, in such notice so state, and after such redemption date, said Bonds shall cease to draw interest and the coupons maturing subsequent to such date shall be void and thereafter such Bonds shall cease to be entitled to any further benefit of or from the Original Indenture or this Supplemental Indenture, except to receive payment from the moneys reserved therefor in the hands of the Central Company, without the right to interest thereon. The Central Company shall allow the Company interest upon funds remaining deposited with it under this Article at the current rates of interest customarily allowed on similar deposits in accordance with the regulations of the New York Clearing House.

Any moneys so deposited remaining unclaimed by the holders of Bonds and coupons for six years after the specified redemption date shall be paid by the Central Company to the Company, and such holders of Bonds and coupons shall thereafter be entitled to look only to the Company for payment thereof; provided, however, that the Central Company, before being required to make any such payment to the Company, may, at the expense of the Company cause notice that said moneys remain unclaimed as aforesaid, and that after a date named therein they will be returned to the Company, to be published once a week for four successive weeks in one daily news paper of general circulation regularly published in the Borough of Manhattan, City and State of New York.

Section 8.--The holder of each and every Bond of the 1928 Series hereby agrees to accept payment thereof prior to maturity on the terms and conditions in this Article V provided.

## ARTICLE VI.

## Property Replacement Fund.

Section 1.--Such of the provisions, restrictions and limitations contained in Article VI of the Original Indenture as are expressly stated to be effective so long as any of the Bonds of the 1927 Series are outstanding shall also be effective so long as any Bonds of the 1928 Series are outstanding; and if and when all of the Bonds of the 1927 Series have been retired and Bonds of the 1928 Series are still outstanding, the following changes in the provisions, restrictions and limitations of Article VI of the Original Indenture shall take effect:

(1) Paragraph B of Section 1 of Article VI of the Original Indenture shall cover purchase of the Bonds of the 1928 Series by the Company instead of Bonds of the 1927 Series by the Bankers; and Paragraph C of Section 1 of said Article shall cover the redemption of Bonds of the 1928 Series at their prevailing Sinking Fund price, instead of Bonds of the 1927 Series at their prevailing Sinking Fund price.

(2) Instead of the delivery of the statement of the Bankers to the Central Company as required by Section 3 of said Article as to the amount of money expended by the Bankers the Company will give to the Central Company a statement (signed by the President or a Vice-President of the Company) of the Company as to the amount of money expended by the Company.

(3) Instead of the Company giving written notice to the Bankers as required by the first paragraph of Section 4 of said Article as to the amount of cash the Company will pay to the Bankers, the Company will pay to the Bankers the Company will give written notice (signed by the President or a Vice-President of the Company) to the Central Company of the amount of cash the Company will pay to the Central Company.

Everything to be performed by the Bankers in respect of the 1927 Series as provided by Section 4 of said Article shall be performed by the Trustee in respect of the 1928 Series.

The holder of each and every Bond of the 1928 Series issued under the Original Indenture hereby agrees to accept payment thereof prior to maturity on the terms and conditions in Section 4 and Paragraph C of Section 7 of said Article set forth when the provisions thereof shall become applicable to the Bonds of the 1928 Series.

The statement which the Company agrees in the last paragraph of Section 4 of said Article to deliver to the Central Company shall be dispensed with.

(4) Paragraph B of Section 7 of said Article shall be changed to provide that the cash shall be paid to the Company upon surrender to the Central Company of Bonds of the 1928 Series purchased pursuant to the provisions of Paragraph B of Section 1 of said Article.

(5) Everything to be performed by the Bankers as provided by Paragraph C of Section 7 of said Article shall be performed by the Central Company.

(6) Nothing herein contained shall be deemed to require any publication in respect of the 1928 Series in any newspaper published in the City of Chicago, State of Illinois, called for by said Article.

Section 2.--The Central Company's sole duty in respect of any document deposited with it under any provision of Article VI of the Original Indenture is merely to hold the same on file open to the inspection of holders of at least one per cent, in principal amount of Bonds of the 1928 Series during reasonable business hours.

## ARTICLE VII.

## Possession, Use and Release of Mortgaged Property.

Section 1.--Such of the provisions, restrictions and limitations contained in Sections 1 and 2 of Article VII of the Original Indenture as are expressly stated to be effective so long as any of the Bonds of the 1927 Series are outstanding shall also be effective as long as any Bonds of the 1928 Series are outstanding.

Section 2.--So long as any Bonds of the 1928 Series shall be outstanding, wherever in the Original Indenture or in this Supplemental Indenture or any other supplemental indenture Article VII of the Original Indenture is referred to such reference shall be deemed to include a reference to this Article.

## ARTICLE VIII

## Application of Money Received by the Central Company.

Section 1.--Such of the provisions, restrictions and limitations contained in Section 1 of Article VIII of the Original Indenture as are expressly stated to be effective so long as any Bonds of the 1927 Series are outstanding shall also be effective so long as any Bonds of the 1928 Series are outstanding.

Section 2.--Upon the retirement of all the Bonds of the 1928 Series any of the moneys received by the Central Company as in Section 1 of Article VIII of the Original Indenture described shall be paid to or upon the order of the Company, as requested in a resolution of the Board of Directors of the Company certified as such by the Secretary or an Assistant Secretary of the Company, unless otherwise provided in an indenture or indentures supplemental to the Original Indenture.