

## MORTGAGE RECORD No. 79

side of said Lot Six (6) Ninety (90) feet; thence southwesterly, parallel with second street, eighty-three and one half (83½) feet; thence southeasterly parallel with Cedar Street, Ninety (90) feet to the Southeasterly line of said Lot Six (6), thence northeasterly along the Southeasterly side of said Lot Six (6) eighty three and one half (83½) feet to the point of beginning.

TO HAVE AND TO HOLD SAID PROPERTY, together with the rents, issues and profits thereof, unto said Irving Trust Company and William F. Malburn, as Trustees, their successors in trust and their assigns, in trust under and subject to all of the terms, conditions and provisions of the Original Indenture and of all indentures supplemental thereto, as fully and in all respects as if said property had been owned by the Company at the time of the execution and delivery of the Original Indenture and had been described therein.

And upon the considerations aforesaid and in order, pursuant to the terms of the Original Indenture, to supplement certain terms and provisions of the Original Indenture in the particulars hereinafter provided and to provide for the issuance of said First Mortgage Bonds 4½% Series Due 1955 and to fix the terms and conditions of said bonds, the Company does hereby covenant and agree with the Trustees as follows:

SECTION 1. The said bonds of the series known as "First Mortgage Bonds 4½% Series due 1955" may be issued in coupon and in fully registered form (i.e. registered as to both principal and interest) and shall be substantially of the tenor and effect hereinbefore recited. The coupon bonds of the said series of the denomination of One Thousand Dollars (\$1,000) shall be registerable as to the principal thereof as provided in the Original Indenture and all said coupon bonds shall be dated as of the 1st day of August, 1935, and shall bear interest from such date, which said interest shall be evidenced by coupons to be attached to said bonds. Said coupon bonds may be of the denomination of One Hundred Dollars (\$100) or Five Hundred Dollars (\$500) or One thousand Dollars (\$1,000) and shall be numbered as provided in the Original Indenture. The fully registered bonds of such series, if any are issued, shall be dated and shall bear interest as provided in the Original Indenture and may be of the denomination of One Thousand Dollars (\$1,000) or any multiple of One Thousand Dollars (\$1,000) that the Company may determine to issue. Both the coupon and fully registered bonds of said series shall bear interest at the rate of four and one half per centum per annum, payable semi-annually on the 1st day of February and the 1st day of August in each year, and shall mature on August 1, 1955, unless duly called for previous redemption as hereinafter provided. Both the principal of and the interest on the coupon and the fully registered bonds of said series shall be payable at the principal office of Irving Trust Company in the Borough of Manhattan, City and State of New York, or at the option of the holder at the office of Continental Illinois National Bank and Trust Company of Chicago, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts and so far as may be lawful, such interest shall be paid without deduction for any tax or taxes upon the income of the holder (except such portion of any income tax with respect to income derived from such interest as shall be in excess of two per centum) which the Company or the Corporate Trustee, or anyone acting in behalf of them, or either of them, may be required or permitted to pay on or to deduct from such interest under or by reason of the present or any future income tax law of the United States of America.

Coupon bonds of the said series of the denomination of One Thousand Dollars (\$1,000), Five Hundred Dollars (\$500) or One Hundred Dollars (\$100) at any time outstanding at the option of the holder thereof may be surrendered with all unmatured coupons attached thereto, at the office of the Corporate Trustee in the Borough of Manhattan, in the City and State of New York, for cancellation in exchange for other coupon bonds of said series of higher or lower denominations authorized by this Third Supplemental Indenture of numbers not contemporaneously outstanding, but of the same aggregate principal amount, with all unmatured coupons attached thereto upon payment if the Company shall so require, of the charges provided for in the Original Indenture.

At the option of the holder thereof, any coupon bonds of said series of the denomination of One Thousand Dollars (\$1,000) may be surrendered at the office of the Corporate Trustee in the Borough of Manhattan, in the City and State of New York, with all unmatured coupons attached thereto, in exchange for a fully registered bond of the said series without coupons for a like aggregate principal amount bearing interest from the next preceding interest payment date, and thereupon the Company shall execute and deliver to the Corporate Trustee and the Corporate Trustee shall authenticate and deliver in exchange therefor a registered bond or bonds of said series of the required principal amount which shall have endorsed thereon the serial number or numbers borne by the coupon bond or bonds so surrendered for exchange and such registered bond or bonds may thereafter be re-exchanged for a coupon bond or bonds of like aggregate principal amount of the denomination of One Thousand Dollars (\$1,000) each of the same series and bearing the same numbers as the coupon bonds for which said registered bond was exchanged.

Fully registered bonds of the said series of the denomination of One Thousand Dollars (\$1,000) or any multiple thereof at any time outstanding at the option of the registered holder thereof may be surrendered in exchange for one or more new fully registered bonds of the same series of higher or lower denominations of One Thousand Dollars (\$1,000) or such multiples thereof as the Company may determine to issue but of the same aggregate principal amount; and fully registered bonds of said series at the option of the registered holder thereof may be surrendered for cancellation in exchange for coupon bonds of a like aggregate principal amount of the same series of the denomination of One Thousand Dollars (\$1,000) each, bearing the same number or each bearing one of the numbers endorsed upon the registered bond or bonds so surrendered which coupon bonds shall have attached thereto all unmatured coupons thereto appertaining.

Said bonds of the 4½% Series Due 1955 may be authenticated and delivered in advance of the recording of this Third Supplemental Indenture but the Company covenants that in such case it will with all due speed cause this Third Supplemental Indenture to be duly recorded. Said bonds of the 4½% Series Due 1955 may be issued from time to time in such principal amounts as the Board of Directors of the Company may from time to time determine, subject to the conditions and restrictions of the Original Indenture and of this Third Supplemental Indenture.

SECTION 2. The bonds of the 4½% Series Due 1955 at any time outstanding shall be redeemable, at the option of the Company, as a whole but not in part, or any interest payment date prior to their regular maturity, upon not less than thirty days previous notice by publication to be given in the manner hereinafter provided, at the principal amount thereof and accrued interest to the date of redemption, and if redeemed on or before August 1, 1954, a premium equal to a percentage of the principal determined as follows: five per centum if redeemed on or before August 1, 1939; four per centum if redeemed after August 1, 1939, but on or before August 1, 1943; three per centum if redeemed after August 1, 1943, but on or before August 1, 1947; two per centum if redeemed after August 1, 1947, but on or before August 1, 1951; one per centum if redeemed after August 1, 1951, but on or before August 1, 1954. If redeemed subsequent to August 1, 1954, no premium shall be required.