

## MORTGAGE RECORD 85

(and premiums, if any), together with all interest due thereon to the date of the maturity of such bond or to the date fixed for the redemption thereof, or to pay such coupon, as the case may be, then and in every such case, interest on such bond or on such overdue coupon, and all liability of the Corporation to the holder of such bond for the payment of the principal thereof and interest thereon (and premium, if any), or to the holder of such overdue coupon for the payment thereof and interest thereon, as the case may be, shall forthwith cease, determine and be completely discharged, subject to the provisions of the last sentence of this Section; and thereupon it shall be the duty of the Trustee to hold the funds, so deposited in trust, for the benefit of the holder of such bond or overdue coupon, as the case may be, who shall thereafter, so long as the funds deposited or left on deposit for the payment thereof shall remain on deposit with the Trustee, be restricted exclusively to such funds for any claim of whatsoever nature on the part of such holder under this Indenture or on such bond or any coupons appertaining thereto, or on such overdue coupon.

In case the holder of any such bond or coupon shall not, within ten (10) years after such bond or such coupon, as the case may be, shall have become due and payable, claim the amount deposited as above stated, for the payment thereof, the Trustee shall, upon demand and, if it shall so require, upon being furnished indemnity satisfactory to it pay over to the Corporation the amount so deposited, if the Corporation is not at that time in default hereunder. The Trustee shall thereupon be relieved from all responsibility to the holder thereof and the Corporation shall be liable to the holder only to the extent of the funds so returned to it.

#### Section 4. Deposit of Moneys Causes Interest to Cease under Certain Conditions.

In case the principal of any of the bonds shall not be punctually paid when due, whether by declaration or by lapse of time, or in case any installment of interest thereon shall not be punctually paid when due, then upon deposit with or receipt by the Trustee of moneys sufficient to pay such overdue principal or such overdue installment or installments of interest thereon (together with moneys sufficient to pay interest due and to become due thereon up to the date when interest upon such overdue principal or installment or installments of interest shall cease as herein provided), interest on such overdue principal or installment or installments of interest thereon shall cease to accrue thirty (30) days after the date of the publication by the Corporation of a notice, stating that said moneys have been so deposited or received, in one newspaper printed in the English language, published and of general circulation in each city in which such principal or interest may have been made payable, which newspaper, if such a daily newspaper is published in such city, shall be a daily newspaper.

#### Section 5. Cancelled Bonds or Coupons may be Cremated.

Whenever in this Indenture provision is made for the cancellation by the Trustee and the delivery to the Corporation of any bonds or coupons, the Trustee may, upon the request of the Corporation or if the Trustee so desires, in lieu of such delivery after cancellation, destroy or cremate such bonds or coupons and deliver a certificate of such destruction or cremation to the Corporation.

#### Section 6. Undertaking to Pay Costs may be Required under Certain Circumstances.

All parties to this Indenture agree, and each holder or owner of any bond by his acceptance thereof shall be deemed to have agreed, that the court may in its discretion require in any suit for the enforcement of any right or remedy under this Indenture, or in any suit against the Trustee for any action taken or omitted by it as Trustee, the filing by any party litigant in such suit of an undertaking to pay the costs of such suit, and that such court may in its discretion assess reasonable costs, including reasonable attorneys' fees, against any party litigant in such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant; provided that the provisions of this Section shall not apply to any suit instituted by the Trustee, to any suit instituted by any bondholder, or group of bondholders, holding in the aggregate more than ten per cent. (10%) in principal amount of the bonds outstanding, or to any suit instituted by any holder or registered owner of any bond or coupon issued hereunder for the enforcement of the payment of the principal of or any premium on or the interest on any bond, on or after the respective due dates expressed in such bond or coupon.

#### Section 7. Invalidity of Any Covenant Shall Not Affect Others.

In case any one or more of the covenants or agreements contained in this Indenture or in the bonds shall be invalid, illegal, or unenforceable in any respect, the validity of the remaining covenants or agreements contained herein and in the bonds shall be in no wise affected, prejudiced or disturbed thereby.

#### Section 8. Notices to Corporation.

Whenever this Indenture makes provision for the filing, delivery or giving of notice, request or demand to or upon the Corporation, it shall be sufficiently given and made if mailed in a securely closed postpaid envelope addressed to "The American Telephone Company, Abilene, Kansas", or to such other address as may have been filed with the Trustee in accordance with a Resolution of the Corporation at any time hereafter.

#### Section 9. Execution in Counterparts.

This Indenture may be simultaneously executed in any number of counterparts, and all such counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

#### Section 10. Actual Date of Execution and Delivery.

Although this Indenture is dated for convenience and for the purpose of reference as of April 1, 1941, the actual date or dates of execution and delivery by the Corporation and by the Trustee are as indicated by their respective acknowledgments hereto annexed.

IN WITNESS WHEREOF, THE AMERICAN TELEPHONE COMPANY has caused this Indenture to be signed in its corporate name and behalf by its President or one of its Vice-Presidents, and its corporate seal to be hereunto affixed duly attested by its Secretary or one of its Assistant Secretaries, and OLD COLONY TRUST COMPANY to evidence its acceptance of the trusts hereby created has caused this Indenture to be signed in its corporate name and behalf by its President or one of its Vice-Presidents, and its corporate seal to be hereunto affixed duly attested by its Secretary or one of its Assistant Secretaries, as of the day and year first above written.

(Corporate)  
( Seal )

Attest: M. C. Beamer,  
Secretary.

SIGNED, SEALED and DELIVERED by THE AMERICAN  
TELEPHONE COMPANY, in the presence of:  
Irene M. Cummings  
Viola Shinnick

(Corporate)  
( Seal )

Attest: E. B. Duston,  
Secretary.

SIGNED, SEALED and DELIVERED by OLD COLONY  
TRUST COMPANY, in the presence of:  
J B Ames  
F H Burr

THE AMERICAN TELEPHONE COMPANY  
By Carl L. Spald,  
President.

OLD COLONY TRUST COMPANY  
By J Coulson,  
Vice-President.