

Nos. 55 to 41, inclusive, may be retired January 1, 1937.

Nos. 40 to 21, inclusive, may be retired January 1, 1938.

Nos. 20 to 1, inclusive, may be retired January 1, 1939.

SECTION 5. EXPENSES OF TRUSTEE. The said Trustee shall be entitled to pay and deduct from any moneys which may come into its hands pursuant to the provisions of this mortgage, the expenses of any advertisement which it may cause to be published, and of any other act done or performed by it for the purpose of carrying out the provisions of this mortgage, and a reasonable compensation to the Trustee, its Agents, Attorneys and Counsel.

## A R T I C L E T W O

SECTION 1. CANCELLATION OF BONDS AND COUPONS. All of the bonds which shall be redeemed by purchase in the manner hereinabove specified, and all of the coupons thereto attached, shall immediately upon presentation and redemption, be cancelled, surrendered and delivered to the said Company.

## A R T I C L E T H R E E

### PARTICULAR COVENANTS OF THE MORTGAGOR COMPANY

*The said Company* does hereby covenant, promise and agree to and with the said Trustee, its successor or successors in said trust, and to and with the respective owners from time to time of the said bonds and coupons, or any thereof, as follows:

SECTION 1. SEIZING OF PROPERTY. Said Company hereby covenants that it is lawfully seized of the lands, easements, tenements, hereditaments and real and corporate and personal property hereinbefore described, and has full power and lawful authority to sell and convey the same, and to execute this mortgage, and that it will forever warrant and defend the same unto the Trustee, its successor or successors in said trust, and its or their assigns against the lawful demands of all persons whomsoever.

SECTION 2. PAYMENTS OF LIENS. The Company will not voluntarily create or suffer to be created, any lien or charge having priority to, or preference over the lien of these presents, upon the premises and property hereinabove described, or any part thereof, or upon the income thereof; and within three months after the same shall accrue or be finally adjudged to be valid claim or claims, the said Company agrees to pay, or cause to be discharged, or will make adequate provision for the satisfaction or discharge of all lawful claims and demands of mechanics, laborers and others, which if unpaid might by law be given preference to this mortgage as a lien or charge upon the mortgaged premises of the Company, or any part thereof, or of the income thereof.

SECTION 3. PAYMENT OF TAXES AND ASSESSMENTS. The Company agrees from time to time to pay and discharge all taxes, assessments and Governmental charges lawfully imposed upon the property at any time subject to the lien thereof, or upon any part thereof, or upon the income and profits thereof, the lien of which would be prior to the lien hereof, so that the priority of this mortgage shall be fully preserved in respect of such properties; *Provided*, however, that nothing contained in this Section shall require the said Company to pay any such tax, assessment or charges, so long as the said Company, in good faith shall contest the validity thereof. Should the said Company fail to pay any such tax, assessment or other charge, or suffer any lien to attach, the Trustee may pay and discharge the same, and the same shall be immediately due and payable by said Company, and shall be secured by the lien hereof, as a part of the debt hereby secured; *Provided*, however, that it shall not be obligatory upon said Trustee to make any payment mentioned in this Section.

SECTION 4. PAYMENT OF BONDS AND COUPONS. The Company covenants that it will duly and punctually pay, or cause to be paid to every holder of every bond issued and secured hereunder, the principal and interest thereon at the dates and places and in the manner mentioned in such bonds, or in the coupons thereto belonging, according to the true intent and meaning of the provisions thereof, and of the provisions and conditions of this mortgage, without deduction from either principal or interest for any tax or taxes imposed by the United States, or any State or County or Municipality thereof, which the Company may be required to pay, under or by reason of any present or future law. When and as paid all bonds and coupons shall be forthwith cancelled.

SECTION 5. FURTHER ASSURANCES. Whenever required by the Trustee, the said Company will do, execute, acknowledge and deliver, or it will cause to be done, executed, acknowledged and delivered, all and every such further act, deeds, transfers and assurances, for the better assuring, conveying, confirming unto the Trustee all and singular the premises, estates and property hereby conveyed or intended so to be, or which the said Company herein has covenanted and agreed hereafter to convey to the Trustee, as reasonably may be required for the better accomplishing the provisions and purposes of this mortgage, and for securing the payment of the principal and interest of the bonds intended to be hereby secured.

## A R T I C L E F O U R

### POSSESSION OF THE MORTGAGOR UNTIL DEFAULT

SECTION 1. Until some default has been made in the due and punctual payment of the interest or of the principal of the bonds hereby secured, or of some part of such principal and interest, or in the due and punctual performance and observance of some covenant or condition