

and Secretary or Auditor, of the Timber Company, and shall set forth clearly all pieces of land from which any timber has been cut and removed in the preceding month covered by the statement. Such statements shall be accompanied by the amount due thereon for sinking fund purposes, payable to the Trustee in St. Louis exchange.

The Timber Company agrees and covenants that it will, at all times, as long as any of the bonds secured hereby are outstanding, render to the Trustee quarterly statements of the condition of its business, in such form and in such detail as the Trustee may request, and give such Trustee and its agents or representatives, free access to all the property, books of account and vouchers of the company, for the purpose of checking the correctness of any such statements made by the Timber Company. As long as any of said bonds shall remain outstanding, the Trustee, its agents or representatives, shall have the privilege, at the expense of the Timber Company, of making, or causing to be made, at any time or times deemed necessary by it, an inspection of the books of account and of the timber lands hereby conveyed, for the purpose of verifying the statements hereinabove provided to be made to the Trustee, and of discovering whether any timber has been cut or removed from any of said lands for which payments have not been made to the Trustee on account of the sinking fund, as aforesaid.

All sums of money paid to the Trustee by the Timber Company on account of the sinking fund herein provided for, shall be applied by the Trustee to the payment of the outstanding bonds secured hereby, when and as the same mature, provided that whenever there is a surplus in such sinking fund over and above the amount that may be necessary to pay the bonds which shall next mature, the Trustee shall call bonds for redemption as provided in Article Fifth herein, and upon the date so fixed for redemption shall pay and redeem the bonds so called at the rate of one hundred and three (103) and accrued interest to the date fixed for redemption.

All bonds and coupons secured hereby, so redeemed and paid by the Trustee under the provisions of this article, shall be forthwith canceled by the Trustee and returned to the Timber Company.

ARTICLE TENTH: At any time after all the timber of every kind has been entirely cut and removed from said lands and satisfactory proof thereof furnished to the Trustee, and while the Timber Company is not in default in any manner hereunder, upon its written request expressed in a resolution of its Board of Directors, a copy of same certified by its Secretary under its seal to be filed with the Trustee, the Trustee shall convey by release or otherwise, upon receipt of the purchase price thereof, free from the lien hereof, to any person or corporation designated by the Timber Company in such resolution, any of the lands hereby mortgaged, but the entire purchase price of the lands so sold shall be paid to the Trustee upon receipt thereof, and such amounts shall constitute a part of the sinking fund and shall be disbursed by the Trustee as provided in Article Ninth relating to said sinking fund.

All moneys received as compensation for any of the property of the Timber Company hereby mortgaged, which is taken by the exercise of the power of eminent domain, shall go into and constitute a part of the sinking fund provided for by this instrument, and shall be disbursed by the Trustee as is provided by Article Ninth hereof relating to sinking fund. If the condemnation proceedings are defended by the Timber Company, its reasonable expense and attorney's fees shall be deducted from any award and only the surplus paid over to the Trustee. Until default hereunder the Timber Company shall be permitted to alter or remove any improvements, buildings and other structures upon any of the lands hereby conveyed, if such alteration or removal will, in the opinion of the Timber Company, enable it to use its