

property hereby mortgaged to the Trustee, its successor or successors and assigns forever, and shall and will pay or cause to be paid all taxes, charges, rates, levies and assessments imposed, assessed or levied upon the premises or property hereby mortgaged, conveyed or assigned, or intended so to be; and shall and will, at its own proper cost, expense and charge, do or cause to be done all acts or things necessary and proper to be done or performed in order to preserve and keep valid and intact the lien or incumbrance upon all and singular the aforesaid premises and property hereby created or intended so to be.

ARTICLE SEVEN

FURTHER ASSURANCE

The Telephone Company and its successors shall and will, at any time or times hereafter and from time to time, execute, acknowledge and deliver, under its corporate seal, to the Trustee and its successors and assigns, such other and further assurances, deed, mortgages, obligations, transfers, assignments, indentures and instruments in writing, and shall and will do and perform such further and other acts and things as shall or may be proper and necessary, or as its counsel shall deem necessary, proper or expedient for the better or more effectively securing the payment of said bonds and the interest due or to become due thereon, or for carrying into effect the true intent, designs, objects and purposes of these presents, or making, preserving, continuing and keeping valid and effectual the lien and incumbrance created or intended to be created by the execution, delivery and recording of this indenture upon the property affected by this mortgage, and the effects now owned, possessed or acquired by the Telephone Company. It shall, however, be no part of the duty of the Trustee to record this indenture as a mortgage, or at all, or to procure any further assurance, or to file this instrument as a chattel mortgage, or to renew such mortgage, or to do any other act which may be suitable and proper to be done for the continuance of the lien of this indenture, or giving notice of the existence of such lien, or for intending the lien, or for supplementing the lien sought to be effected by this indenture; nor shall it be any part of its duty to effect insurance against fire or other damage on any portion of the mortgaged property, or to renew any policies of insurance, or to keep itself informed or advised as to the payment of any taxes or assessments that may be imposed upon the property sought to be arrested by this mortgage, or require the payment of such taxes or assessments; but the Trustee may, in its discretion, do any or all of the matters and things in this paragraph set forth, or require the same to be done.

ARTICLE EIGHT

COVENANT TO PAY

The Telephone Company covenants that duly and punctually it will pay, or cause to be paid, the principal and interest of every bond executed by the Telephone Company and certified by the Trustee under this mortgage or deed of trust at the dates and the place and in the manner mentioned in such bonds or in the coupons thereto belonging according to the true intent and meaning thereof, without deduction from either principal or interest for any tax or taxes imposed under any present or future law of the United States, or of any State, territory, county or municipality therein. The interest on the bonds shall be payable only upon presentation and surrender of the several coupons for such interest as they respectively mature, and such coupons shall be cancelled forthwith upon the payment thereof.

ARTICLE NINE

TAXES AND ASSESSMENTS

The Telephone Company covenants and agrees that it will pay and discharge all taxes, assessments, and other governmental or municipal charges lawfully levied or imposed upon the property and franchises hereby mortgaged or expressed, or intended so to be, during the