

for and upon the cancellation of the mutilated or in substitution for the same, if lost or destroyed.

No new note shall be issued in lieu <sup>of</sup> any note lost or destroyed unless the applicant for such new note shall first furnish evidence of such loss or destruction, and indemnity against its subsequent presentation as an obligation of Grantor, which evidence and indemnity shall be satisfactory to both the Grantor and the Trustees in their discretion.

Item 5. The Grantor may, by lot, select such note or notes as he may elect to pay, and redeem the same by depositing on or before the next interest payment day the amount necessary to pay said notes and interest coupons then due or past due in the said Bank of Pierce-Simmons & Company, with written direction to pay the same upon presentation, and giving notice by writing to the Post Office address of the last registered holder thereof, if then registered, thirty (30) days before said interest payment day. Upon such deposit being made, the Grantor and the Grantees are privileged to consider such notes and coupons as fully paid and cancelled, and they shall have no further responsibility in regard thereto; but the said Bank of Pierce-Simmons & Company shall be liable for money deposited for such redemption, to be paid without interest upon the surrender of said notes and coupons.

Item 6. Likewise upon the timely deposit, as herein provided, with the said Bank or its successor hereunder, of the proper amount for the payment of any notes and interest coupons not presented for payment upon their maturity, the Grantor and the Grantees may be privileged to consider such notes and / or coupons as paid and cancelled, and the Grantor shall be under no further obligation to the holder or holders of such notes or coupons.

Item 7. No notes which may be paid, bought or redeemed by the Grantor or be the Grantees, whether under this or any other Article hereof or otherwise, shall be re-issued; but the same shall be cancelled by the Grantees and delivered to the Grantor for preservation. However, this shall not prevent Grantees from purchasing, holding or dealing in said notes otherwise than as Trustees.

Item 8. Every holder of a note secured hereby accepts the same subject to the express understanding and agreement that every right of action, whether at law or in equity, under this Instrument is vested exclusively in the Grantees; and under no circumstances shall the holder of any note or coupon, or any number of such holders, have any right to institute any action at law, or any suit or proceeding in equity or otherwise, under this Instrument or upon any note or coupon secured hereby, for the purpose of enforcing any covenant or remedy herein or in said notes or coupons contained or to foreclose this Mortgage, except in case of refusal on the part of the Grantees to comply with some duty imposed in respect of any such covenant or foreclosure after demand by the holder or holders of at least twenty (20) per cent in amount of such notes or coupons then unpaid and the production of such notes or coupons by the holder thereof to the Grantees, or the furnishing by such holders of other evidence satisfactory to the Grantees that they are <sup>such</sup> ~~the~~ holders, and the giving to the Grantees of indemnity satisfactory to them securing them against liability by reason of the action requested; but no inaction by said Grantees upon any such request shall be deemed a refusal until after the expiration of a reasonable time, and not less than twenty (20) days, for the consideration thereof by ~~the said~~ <sup>the</sup> Trustees.