

Trustee shall be brought in its name as Trustee, and any recovery of judgment shall be for the ratable benefit of the bearers and registered holders of the Bonds and coupons.

#### ARTICLE XII.

##### COUPONS PLEDGED AFTER MATURITY.

No coupon belonging to any bond hereby secured which in any way at or after maturity shall have been transferred or pledged separate or apart from the bond to which it relates, or which shall in any manner have been kept alive after maturity by extension or by the purchase thereof by or on behalf of the Company, shall be entitled in case of a default hereunder to any benefit of or from this Indenture except after the prior payment in full of the principal of the Bonds issued hereunder and of all coupons and interest obligations not so transferred, pledged, kept alive or extended.

#### ARTICLE XIII.

##### EVIDENCE OR RIGHTS OF BONDHOLDERS.

Any request or other instrument, which this Indenture may require or permit to be signed and executed by the bondholders, may be in any number of concurrent instruments of similar tenor, and may be signed or executed by such bondholders in person or by attorney appointed in writing. Proof of the execution of any such request or other instrument, or of a writing appointing any such agent, or of the holding by any person of the Bonds or coupons appertaining thereto, shall be sufficient for any purpose of this Indenture if made in the following manner:

(a) The fact and date of the execution by any person of such request or other instrument or writing may be proved by the certificate of any notary public, or other officer authorized to take acknowledgments of deeds to be recorded in any State, that the person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution;

(b) The amount of Bonds transferable by delivery held by any person executing such request or other instrument as a bondholder, and the issue numbers thereof, held by such person, and the date of his holding the same, may be proven by a certificate executed by any trust company, bank, bankers or other depository wherever situated, if such certificate shall be deemed by the Trustee to be satisfactory, showing that at the date therein mentioned such person had on deposit with or had exhibited to such depository, the bonds described in such certificate. The Trustee may nevertheless in its discretion require further proof in cases where it deems further proof desirable. The ownership of registered Bonds and Bonds registered as to principal shall be proved by the registry books as hereinbefore provided.

The Trustee shall not be bound to recognize any person as a bondholder unless and until his title to the Bonds held by him is proved in the manner in this Article XIII provided.

The Trustee may deem any such holding of Bonds transferable by delivery to continue until shall have received notice in writing to the contrary.

#### ARTICLE XIV.

##### DEFEASANCE.

If and when all the Bonds issued hereunder shall have become due and payable, either at maturity or when called for redemption in any manner, or by declaration or otherwise, the Company and the Subsidiary Mortgage Companies shall well and truly pay or cause to be paid the whole amount due on all Bonds and coupons then outstanding for principal and interest and premium, if any, or shall provide for such payment by depositing with the Trustee at any time at or before the date when such Bonds shall become due and