

a default hereunder, and also by the purchaser of the property so leased at any sale thereof hereunder, whether such sale be made under the power of sale hereby conferred or under judicial proceedings; and provided, further, that, upon any such consolidation, merger, conveyance or transfer, or upon any such lease the terms of which extend beyond the date of maturity of any of the bonds secured hereby, the due and punctual payment of the principal and interest of all said bonds according to their tenor, and the due and punctual performance and observance of all the covenants and conditions of this First Mortgage to be kept or performed by the Company, shall be assumed by the corporation formed by such consolidation or into which such merger shall have been made, or acquiring all the mortgaged property as an entirety, as aforesaid, or by the lessee under any such lease the term of which extends beyond the date of maturity of any of the bonds secured hereby. Upon such assumption, such successor corporation shall possess and from time to time may exercise each and every right and power hereunder of the Indianoma Corporation in its name or otherwise. For every purpose of this mortgage, the terms "Company," and "The Indianoma Corporation" include and mean not only the party of the first part hereto, but also any successor corporation of the Company through merger, consolidation, conveyance, transfer or lease.

ARTICLE XI

CANCELLATION OF THIS INDENTURE AND DEFEASANCE CLAUSE.

SECTION 1. If all the bonds issued hereunder, both principal and interest, shall be well and truly paid, at the times and in the manner therein and herein expressed, according to the tenor and effect thereof, or redeemed as herein provided, this First Mortgage shall cease and determine, upon proof being given to the reasonable satisfaction of the Trustee that all the bonds, both principal and interest, have been paid or so redeemed and upon payment of the costs, charges, and expenses incurred by the Trustee, or if at or prior to the maturity of the bonds the Company shall deposit with the Trustee for the benefit of the holder or holders thereof, the amount of the principal of all of the bonds and of all of the coupons then outstanding together with all the costs, charges and expenses incurred by the Trustee, the Trustee shall upon the written request of the Company, at the cost and expense of the Company, cancel and enter satisfaction of this First Mortgage upon the records and execute such instruments of the satisfaction thereof as may reasonably be required by the Company to reconvey and retransfer to the Company the trust estate, and shall assign or cause to be assigned and shall deliver to the Company or upon its order all property then held by it hereunder; otherwise the same shall be, continue and remain in full force and effect.

SECTION 2. In case any of the bonds or coupons issued hereunder shall not be presented for payment when the principal thereof shall be due and payable, the Company may at any time thereafter pay to the Trustee for the benefit of the holder or holders thereof the amount of said bonds and coupons, and thereupon the Trustee shall cancel and surrender this First Mortgage and reconvey the property mortgaged hereunder as aforesaid, in the same manner as if said bonds and coupons had been paid, and the certificate of the President or Treasurer of the Company, or of such officer thereof as the Trustee shall think proper, that certain bonds and coupons in such certificate specified have not been presented for payment, shall be sufficient evidence of that fact to authorize the Trustee to act under the powers contained in this Section.

SECTION 3. Neither the Company nor the Trustee shall be required to pay interest on any moneys deposited with the Trustee, as provided in this Article. Any moneys deposited which shall not be required for the purpose for which such deposit was made shall

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