

Section 7. Mutilated, Destroyed or Lost Bonds. In case any bond issued hereunder with the coupons thereto appertaining shall become mutilated or be destroyed or lost The McAleer Company may, in its absolute discretion, and upon being furnished indemnity therefore satisfactory to said McAleer Company and the Trustee, in exchange and satisfaction for, and upon cancellation of, the mutilated bond and its coupon, or in lieu or in substitution for the bond and its coupon so destroyed or lost, execute another similar bond of like tenor, and date, with coupons of like tenor and date, bearing the same serial number and deliver the same to the Trustee for Certification, and thereupon the Trustee shall, without incurring any responsibility in the premises, certify the same. An affidavit sworn to be the President or Vice-President, and the Secretary or Treasurer of the McAleer Company, stating that the bond so delivered for certification is in lieu and instead of a bond mutilated, destroyed or lost, shall constitute sufficient authority to said Trustee for certifying and delivering the same.

ARTICLE II.

POSSESSION UNTIL DEFAULT.

Until default shall be made by the McAleer Company, its successors or assigns, in the payment of the principal or interest of the bonds secured hereby, or any of them, or in the performance of some other of the covenants, stipulations and provisions on its part to be kept and performed herein contained, the McAleer Company, its successors and assigns shall be suffered and permitted to possess and enjoy the mortgage premises with all their appurtenances, and to manage, operate, maintain and use the same with all and singular the rights and franchises appertaining thereto, and to collect, receive, take, use and enjoy the rents, issues, income, products, profits, toll revenues, and earnings thereof, as fully and in all respects as if this Indenture had not been made.

ARTICLE III

Particular Covenants of The McAleer Lime Company

The McAleer Company promises, covenants and agrees as follows, to wit:

Sectional. That it will duly punctually pay or cause to be paid the principal and interest of every bond, on the date and at the place and in the manner mentioned in such bond, or in the coupons thereto belonging, all in gold coin of the United States of America of or equal to the present Standard of Weight and fineness, according to the true intent and meaning thereof, without deduction from either principal or interest of any tax or taxes, assessments or other Governmental charges imposed by the United States, or By any State, County, Municipality or other Governmental authority, which the McAleer Company may be required or permitted to pay thereon or to retain therefrom under or by reason of any present or future law; and the payment of any and all such tax or taxes, assessments and other charges to the McAleer Company hereby assumes.

Section 2. That, in order to prevent any accumulation of interest coupons and claims for interest after maturity, it will not directly or indirectly extend or assent to the extension of the time for the payment of any of the interest upon any of the bonds, and that it will not directly or indirectly be a party to or approve any arrangement for any such extension by the purchase or keeping alive of any of the said interest or of the coupons therefor or in any other manner. But the McAleer Company reserves the right to pay any installment or installments of interest out of moneys deposited in its sinking fund and realized from the sale of any of the property cov-