

IN THE 3RD JUDICIAL DISTRICT COURT OF THE STATE OF UTAH,  
IN AND FOR THE COUNTY OF SALT LAKE.

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L.R. THOMAS, )  
Plaintiff, )  
VS. )  
WHITE PINE TELEPHONE COMPANY, )  
a Corporation, and UTAH SAVINGS )  
& TRUST COMPANY, a corporation, )  
Defendants. )

ORDER APPOINTING TRUSTEE

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L.R.THOMAS, having filed herein her petition for the appointment of a trustee to act in the place and stead of Salt Lake Security and Trust Company under and pursuant to the terms of that certain indenture of trust made by White Pine Telephone Company, a corporation, as trustor, with said Salt Lake Security and Trust Company as trustee, for the security of bonds of the said White Pine Telephone Company to be issued thereunder, which said deed of trust was dated as of the 1st day of February, 1910, a copy of which is attached hereto and marked "Exhibit A", and it appearing and the court finds that notice of the hearing of said petition was duly given in the manner directed by this court and as provided by law, and said petition coming on regularly to be heard this day, and evidence both documentary and oral having been submitted in support thereof, and said petition having been submitted for decision the court finds:

I.

That White Pine Telephone Company is a corporation organized and existing under and by virtue of the laws of the State of Nevada; that Salt Lake Security and Trust Company was a corporation organized and existing under and by virtue of the laws of the State of Utah on the \_\_\_\_ day of \_\_\_\_, 19\_\_\_\_; that on or about the 1st day of February, 1910, the said White Pine Telephone Company, as trustor, did make, execute and deliver to said Salt Lake Security and Trust Company, as trustee, a deed of trust as security for the payment of certain bonds of the said White Pine Telephone Company to be issued under and pursuant to the terms thereof; that thereafter and in the year 1920 the corporate charter of said Salt Lake Security and Trust Company was forfeited and revoked by the State of Utah, the state of its incorporation, for failure of said Salt Lake Security and Trust Company to pay certain license and franchise taxes due to the said State of Utah; that said corporation thereupon ceased to exist as a corporate entity for the purpose of administering the trusts specified in said indenture; that no trustee has been appointed to act in the place and stead of said Salt Lake Security and Trust Company as said trustee; that there is now a vacancy in said trusteeship; that the purpose of said trusts will fail unless a trustee be appointed to administer the same.

II.

That the petitioner herein, L.R.Thomas, is the owner and holder of bonds issued in accordance with the terms of the aforesaid indenture of trust in the principal sum of \$35,000.; that there are issued and outstanding thereunder bonds in the principal sum of \$40,000.; that said L.R.Thomas is beneficially interested in said trust and that it is to the interests of said L.R.Thomas that a trustee be appointed to carry out and administer the trusts therein created.

## III.

That L.R.Thomas is a resident of the County of Salt Lake, State of Utah; that F.M.Michelson is a resident of the said county and state; that the owner and holder of the bonds issued and outstanding under said indenture of trust other than L.R.Thomas is not a resident of said county or state and is not within the jurisdiction of this court.

## IV.

That F.M.Michelson is qualified to act as trustee under and pursuant to the terms of the aforesaid deed of trust; that he consents to act as said trustee; that defendant White Pine Telephone Company, and defendant Utah Savings & Trust Company have appeared herein and have consented to said appointment.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that F.M.Michelson be, and he hereby is, appointed trustee of all of the property, real, personal and mixed, of every kind, nature and description, now owned or hereafter to be acquired by White Pine Telephone Company, a Nevada corporation, to hold said property upon the terms and trusts and conditions set forth in that certain indenture of trust hereinabove referred to, executed and delivered by said White Pine Telephone Company to said Salt Lake Security and Trust Company and dated as of the 1st day of February, 1910, a copy of which said indenture of trust is attached hereto and marked "Exhibit A".

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that said F.M.Michelson be, and he hereby is, from and after this date, substituted as trustee under said deed of trust in the place and stead of said Salt Lake Security and Trust Company, to administer the trusts herein created as fully and to the same extent as if named therein as said trustee.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the costs of this proceeding, in the sum of \$ \_\_\_\_\_, be paid by the trustor, White Pine Telephone Company.

Dated this 31st day of December, 1929.

ATTEST  
ALONZO MACKAY, CLERK,  
BY FRED C. BASSETT, DEPUTY CLERK. (SEAL)

WM. H. BRAMEL  
Judge of the above entitled court.

Exhibit "A"

## T R U S T D E E D

WHITE PINE TELEPHONE COMPANY

TO

SALT LAKE SECURITY & TRUST COMPANY

THIS INDENTURE, Made this 1st day of February, A.D. 1910, by and between WHITE PINE TELEPHONE COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of Nevada and having its principal office and place of business in the city of Ely, White Pine county, state of Nevada, hereinafter designated as "the Company", the party of the first part, and SALT LAKE SECURITY & TRUST COMPANY, a corporation organized and existing under and by virtue of Chapter nine of the Compiled Laws of Utah, 1907, and engaged in general trust company business at Salt Lake City, state of Utah, hereinafter designated as "the trustee," the party of the second part, WITNESSETH:

That at a regular meeting of the stockholders of the Company, duly held at its principal office, in Ely, Nevada, on the 12th day of January, A.D. 1910, at the hour of 3:30 o'clock P.M., at which meeting were present, in person and by proxy, more than two-thirds in interest of the stockholders of the Company, a motion was duly made, seconded and unanimously carried authorizing the board of directors of the Company to issue and sell Fifty Thousand Dollars (\$50,000) of eight per cent. twenty-year coupon bonds of the Company, all in accordance with the terms of the motion hereinafter quoted as having been made, seconded and carried at a meeting of the board of directors of the Company held on said day;

That at a special meeting of the board of directors of the Company, duly called and held at its principal office, in Ely, Nevada, on the 12th day of January, A.D. 1910, at the hour of 4:45 o'clock P.M., the following motion was duly made, seconded and unanimously carried: "That the President and Secretary cause to be prepared, executed and issued \$50,000. of 20-year 8% coupon bonds of the Company, together with a trust deed for all the assets now owned by the Company which it may hereafter acquire, to the Salt Lake Security & Trust Company, of Salt Lake City, Utah, to secure the payment of said bonds, principal and interest; the interest on said bonds to be payable semi-annually on the first days of April and October, of each year, at The National Copper Bank of Salt Lake City, at Salt Lake City, Utah, or at The First National Bank of Ely, at Ely, Nevada; all, or such amount of said bonds as the Directors shall deem expedient and advisable for the best interests of the Company, to be sold at the best price obtainable therefor, but at not less than eighty per centum (80%) of their face value; the Company to reserve the right to redeem, numerically, in the order issued, all bonds sold, at any interest-paying period upon paying to the legal holders thereof five per centum (5%) over and above their value; all moneys received from the sale of such bonds to be used only for new construction and general improvements to the telephone;"

And whereas said bonds are to be, in the aggregate, for the amount of Fifty Thousand Dollars (\$50,000.) and substantially in the words and figures following, to-wit:

KNOW ALL MEN BY THESE PRESENTS: That WHITE PINE TELEPHONE COMPANY, a corporation created, organized and existing under the laws of the State of Nevada and having its principal office and place of business in the city of Ely, in said State of Nevada, is indebted and for value received promises to pay to the bearer hereof, or, if registered, to the registered holder hereof, at the office of THE NATIONAL COPPER BANK OF SALT LAKE CITY, at Salt Lake City, Utah, or at the office of THE FIRST NATIONAL BANK OF ELY, at Ely, Nevada, \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), on the 1st day of April, A.D. 1930, (unless before that time this bond shall have been retired) with interest at the rate of eight per centum (8%) per annum, payable semi-annually on the 1st days of April and October of each year, as evidenced by coupons hereto attached, the principal and interest being payable in gold coin of the United States of the present standard of weight and fineness upon presentation and surrender of said coupons and this bond as they severally become due, and in case of the default in the payment of any of said coupons in the manner provided in the trust deed hereinafter mentioned, then and in that case the principal sum of this bond shall become due and payable in the manner and with the effect provided in said trust deed.

This bond is one of a series of seventy bonds of like tenor, date and effect, numbered from No. 1 to No. 70, inclusive; forty of which said bonds, being those numbered from No. 1 to No. 40, inclusive, are of the denomination of Five Hundred Dollars (\$500.) each and thirty of which said bonds, being those numbered from No. 41 to No. 70, inclusive, are of the denomination of One Thousand Dollars (\$1,000.) each; all being equally secured by and subject to the terms and provisions of a certain trust deed dated February 1, A.D., 1910, duly executed, acknowledged and delivered by the WHITE PINE TELEPHONE COMPANY, conveying to the Salt Lake Security & Trust Company, of Salt Lake City, Utah, in trust, all its corporate property of every kind, nature and description now owned or which may hereafter be acquired by it, as fully set forth and described in said trust deed, which trust deed has been duly recorded in the office of the County Recorder of White Pine County, State of Nevada, being the County in which said property is situated.

All or any number of said bonds may be redeemed before maturity on any day fixed for the payment of interest, by payment to the holder of each bond redeemed the amount of the principal and accrued interest thereon together with a five per centum (5%) premium thereon; all bonds to be redeemable, consecutively, in the order of their number; provided that if the location or holder of the bond next to be redeemed cannot be discovered after the exercise of due diligence on the part of the Company to discover the same, then the bond next in order may be redeemed.

IN WITNESS WHEREOF, the WHITE PINE TELEPHONE COMPANY has caused this bond to be signed by its President and its corporate seal to be hereto affixed and attested by its Secretary, and the fac simile signature of its Treasure to be impressed upon the coupon notes hereto attached, this 1st day of April, A.D., 1910.

WHITE PINE TELEPHONE COMPANY

(SEAL)  
Attest:

By \_\_\_\_\_  
President.

\_\_\_\_\_  
Secretary.

(Coupon Notes )

On the 1st day of \_\_\_\_\_, A.D., 19\_\_\_\_, the WHITE PINE TELEPHONE COMPANY will pay to the bearer, at THE NATIONAL COPPER BANK OF SALT LAKE CITY, at Salt Lake City, Utah, or at THE FIRST NATIONAL BANK OF ELY, at Ely, Nevada, \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), in gold coin, being six months' interest then due on this first mortg~~age~~ bond.

No. \_\_\_\_\_

\_\_\_\_\_  
Treasurer

(Trustee's Certificate)

This bond is hereby authenticated as one of the series of bonds described in the within-mentioned trust deed.

\_\_\_\_\_  
Trustee

And whereas this indenture and the bonds secured hereby have been duly authorized and approved by the board of directors of the Company;

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the Company, in consideration of the premises and of One Dollar (\$1.00) to it in hand paid by the said Trustee, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, in order to secure the due and punctual payment of the principal and interest of the bonds aforesaid, to the amount of Fifty Thousand Dollars (\$50,000.), to be issued or which may be issued as herein mentioned unto the person or persons, corporation or corporations, who may become the owner or owners, holder or holders, of said bonds or coupons or any of them, its, his, her or their executors, administrators, successors or assigns, have granted, bargained, sold, assigned, transferred, set over, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, assign, transfer, set over, release, convey and confirm unto the said Trustee and ot its successor or successors in the trust hereby created and its and their assigns, forever, all right, title, interest, claim and demand whatsoever which the said Company now is entitled to or which it shall or may at any time acquire hereafter in and to the following-described property, both real and personal, situate and being in White Pine County, state of Nevada, to-wit:

Lot Nine (9) in Block Forty-Two (42) of the City of Ely, together with the two-story brick building thereon and all other improvements on said lot;

Also the entire telephone system of the Company and every part and parcel thereof, consisting of one Dean Electric Co.'s 150 drop switchboard; one Western Electric Co.'s G-4 main distributing frame; one Western Electric Co.'s #1010 switchboard; all office fixtures and furniture; three hundred ten (310) Stomberg-Carlson and Western Electric Co.'s telephone instruments installed and in operation in the city of Ely, East Ely, Smeltonville, McGill, Lane City, Riepetown, Copper Flat, Kimberly and other places in said county; together with all transmission lines connecting said instruments with the con~~tral~~ office, including about eight hundred (800) poles and necessary wire and other fixtures and appurtenances;

Also a~~all~~ and singular that certain agreement or franchise executed and delivered to the Company by the County of White Pine, in the state of Nevada, through its Board of Commissioners, under date of January 2, 1906, and all the rights and privileges acquired by the Company thereunder;

Also all and singular the rights, privileges and franchises acquired in the state of Nevada by virtue of that certain "Certificate of Route" filed by the Company with the Secretary of State of said State under date of March 22, 1907;

Also any and all other property, real, personal and mixed, that may be now owned by the Company and all that may or shall be hereafter acquired, wheresoever the same may be situated;

TO HAVE AND TO HOLD All and singular the above-described and hereby granted premises, together with all the rights, franchises, hereditaments and appurtenances thereunto belonging, unto the said Trustee, its successors or successor, in the trust hereby created, and assigns, for the only proper use and benefit of the said Trustee, its successor or successors and assigns, IN TRUST, nevertheless, for the equal pro rata benefit and security of each and every of the persons, firms or corporations who or which shall at any time become the lawful owners or holders of the said bonds or any of them or of the coupons thereto annexed, subject to the terms, stipulations and conditions contained in said bonds or in this deed of trust, without any preference or priority of any one bond over another and for the uses and purposes herein declared and expressed, as follows, to-wit:

ARTICLE I. The bonds to be issued under and secured by this indenture shall consist of seventy (70) in number, numbered consecutively from No. 1 to No. 70, inclusive, forty (40) of which said bonds, being those numbered from No. 1 to No. 40, inclusive, shall be of the denomination of Five Hundred Dollars (\$500.) each and thirty (30) of which said bonds, being those numbered from No. 41 to No. 70, inclusive, shall be of the denomination of One Thousand Dollars (\$1,000.) each; in all, a total aggregate issue of Fifty Thousand Dollars (\$50,000.).

ARTICLE II. No bond shall be deemed to be secured hereby or issued under this mortgage until and unless the same is certified by the Trustee, herein named or by its successor in trust.

ARTICLE III. Until default shall be made by the Company in the payment of the principal or interest of said bonds or some part thereof, or until default shall be made in respect to something herein or hereby required to be done, performed or kept by the said Company and until by the express conditions of this indenture the right of entry shall accrue to said Trustee, the Company shall be permitted to possess, use and enjoy all and singular the said property and the rights, privileges and franchises hereinbefore described and to take and use all the rents, incomes and profits thereof, in the same manner and with the same effect as if this indenture had not been made.

ARTICLE IV. The Company, for itself, its successors and assigns, hereby reserved the right and privilege of redeeming all or any number of said bonds before maturity, on any day fixed for the payment of interest, by paying to the holder of each bond redeemed the amount of the principal thereof and the accrued interest thereon, together with five per centum (5%) premium thereon; all said bonds to be redeemable, consecutively, in the order of their number, provided, however, that if the location or holder of the bond next to be redeemed cannot be discovered after the exercise of due diligence on the part of the Company to discover the same, then the bond next in order may be redeemed.

ARTICLE V. The said Company, for itself, its successors and assigns, hereby covenants and agrees to and with the Trustee, its successors and assigns, and to and with the holder or holders of said bonds or any of them, that it will well and truly pay said bonds and each and every one of them at or before maturity and interest thereon, according to the tenor and effect of said bonds and of the coupons thereto attached; that, having possession as aforesaid, it will diligently preserve the rights, properties and franchises heretofore granted and keep the same in good repair; that it will duly pay or cause to be paid all rents, taxes, levies, assessments or other liabilities lawfully imposed or which may hereafter be lawfully imposed or assessed upon the above-described property or any part thereof, so that the priority of the lien hereby created shall at all times be maintained and the same kept and preserved at all times as a first and valid lien upon said property;

and that in case default shall be made in the payment of the interest upon any of the aforesaid bonds, according to the tenor thereof, or of the coupons thereto annexed, or in the keeping or performing of any of the covenants herein or in said bonds contained to be kept and performed by the said Company, or if at any time or for any reason its corporate charter shall be forfeited or its corporate existence terminated in any way, then and thereupon the principal of the bonds secured hereby may become immediately due and payable at the option and request, in writing, to the Trustee, of the holders of one-fourth in amount of said bonds at that time outstanding, anything in the said bonds to the contrary notwithstanding, and the said Trustee may thereupon proceed to foreclose this trust deed and sell said property in the same manner and with like effect as if default had been made in the payment of said bonds at their maturity.

ARTICLE VI. In the event of a default upon the part of the Company in any of the conditions or agreements to be kept or performed by the Company as in this indenture provided, or in case the corporate existence of the Company shall for any reason terminate and one-fourth in amount of the holders of said outstanding bonds shall so request the Trustee, in writing, the Trustee shall proceed to sell, as provided by law, the property of the Company and all of the right, title, interest and equity of redemption therein of the Company, its successors and assigns, and out of the proceeds of such sale the Trustee shall first pay all expenses of such sale, including reasonable compensation to the Trustee for his services herein and reasonable attorney's fees, and all monies expended by the Trustee for taxes, insurance or other expenses incurred under this trust, together with interest upon such advances at the rate of eight per centum (8%) per annum, and shall then apply the balance remaining of the proceeds of such sale to the payment, ratably, to the holders of the matured interest coupons upon said bonds, and after paying all matured interest upon such bonds, the surplus remaining shall be applied to the satisfaction of the principal of said bonds, whether due and payable by the tenor thereof or not, ratably and without discrimination or preference, and if, after all such payments have been made, there shall remain a surplus of the proceeds of such sale, such surplus shall be thereupon paid to the Company.

ARTICLE VII. Upon any sale of the said premises hereunder, the holders of the bonds hereby secured, or any of them, or the Trustee, at the request and on behalf of the bond holders or of such as may so desire, shall have the right to purchase said premises upon equal terms with other persons, and the bonds and matured and unpaid interest coupons secured by this indenture shall be acceptable at such sale for the amount of cash which will be payable on such bonds and interest coupons out of the proceeds of such sale after allowing for the proportion of payment which may be required in cash for the costs of suit, costs and expense of holding such sale, and payment of attorney's fees, and at such sale it shall not be obligatory for the purchase to see the application of the purchase money.

ARTICLE VIII. In the event that the Company shall fail to pay the taxes or assessments upon said property or shall fail to pay any other valid claims the payment of which may be necessary to preserve this indenture as a first and valid lien upon the premises hereinbefore described, then and in that case it shall be lawful for the Trustee to pay the same, and the amount so paid, together with eight per centum (8%) per annum interest thereon, shall become an additional charge and lien upon the said property and shall be paid as herein provided.

ARTICLE IX. The Company, for itself, its successors and assigns, hereby covenants and agrees with the Trustee and its successor or successors in trust and to and with each and every holder of the bonds hereby secured, that at the time of the signing, sealing and delivery of these presents it has good right, full power and lawful authority to grant, bargain, sell and convey in manner and form aforesaid; that it will, from time to time and at all times hereafter as thereunto requested by the Trustee or Trustees, execute and acknowledge such other and further deeds of conveyance for the better security of the premises to said Trustee upon the trusts herein expressed as by the Trustee or its counsel learned in the law it shall be reasonably advised are required.

ARTICLE X. It is hereby declared and agreed that it shall be the duty of the Trustee, upon proper advances of cash or indemnification against costs and expenses, to take proper and prompt proceedings in law or equity to enforce the rights of the bond holders hereunder in case of default as aforesaid, upon request in writing signed by the holders of one-fourth or more of the said bonds outstanding.

ARTICLE XI. The Trustee herein named may resign its office as Trustee herein by giving twenty days' notice in writing to the Company of its intention so to do, and upon a vacancy in the office of Trustee by resignation, as aforesaid, or upon the refusal of the Trustee to act, a majority in amount of the bond holders may, by writing, appoint a new Trustee; and in case the bond holders shall not unite in the appointment of a new Trustee within the time and in the manner stated, then and in that case the Utah Savings & Trust Co., Salt Lake City, Utah, shall be, and it is hereby appointed, successor in trust of the said Trustee, party of the second part herein; and in such event the said property hereby conveyed shall become vested in such new Trustee, and all power and authority by this indenture granted to the said party of the second part shall accrue to and be exercised by said successor in trust the same, to all intents and purposes, as if it had originally been made party of the second part herein.

ARTICLE XII. Compensation and all reasonable expenses of the Trustee in the discharge of the trust hereby created, including counsel fees, shall be paid by the White Pine Telephone Company as they are incurred, out of the trust estate, on which they shall be made a first charge. The Trustee shall not in any manner be responsible for or liable for any act, default or misconduct of any agent or agents by it employed, nor shall it be accountable except for its own lawful default or misconduct. The Trustee shall be under no obligation to institute any suit or other proceeding until indemnified to its satisfaction for so doing; but it may, nevertheless, do so without indemnity if it shall elect so to do, and in such case it shall be compensated therefor from the trust fund, Nor shall said Trustee be under obligation to pay out or advance any moneys unless the same shall have been furnished to it by the holders of bonds requiring it to do or perform any duty. In the event of the commencement of an action for the foreclosure of this trust deed, upon default being made, attorneys' fees and compensation of the Trustee, to be fixed by the Court, shall become due from the Company to the Trustee and shall be paid in the event of a settlement before a decree of foreclosure shall have been obtained; and if a decree of foreclosure shall be entered, such attorneys' fees and compensation of the Trustee shall be taxed by the Court and included in the said decree.

ARTICLE XIII. It is expressly understood and agreed that the Company and all the property now owned by it and all the property which it may hereafter acquire are liable for the payment of the said bonds secured by this indenture, but that its stockholders are not individually liable thereon or in respect thereto.

ARTICLE XIV. It is further agreed that the whole issue of said bonds, or any part thereof to be secured hereby, at any time after the execution of the same by the Company as aforesaid, shall be delivered to the Trustee for certification, pursuant to the provisions hereof; and upon the execution, delivery and record of this instrument, the Trustee may without any formality or requirement whatever certify and return the said bonds to the officers or agent of the Company from whom the said bonds were received, and the receipt therefor of any officer or agent of the Company, as aforesaid, shall be full acquittance and authority to the Trustee for such certification and delivery.

ARTICLE XV. If the Company shall well and truly pay or cause to be paid all of the bonds to be issued hereunder or entitled to the protection of this indenture, and the coupons thereto attached at the time and in the manner therein specified, and shall well and truly keep and perform the covenants and agreements herein and hereby required to be kept and performed by it according to the true intent and meaning of this indenture, then and in that case all of the

property, rights, interest and franchises hereby conveyed shall revert to the Company, and the Trustee, or its successor or successors in trust, shall re-convey the same to the Company; otherwise, the same shall be and remain in full force and virtue.

ARTICLE XVI. In case default shall be made in the payment of any interest or any bond hereby secured or in the due and punctual payment of the principal of any bond hereby secured, or in the performance of any further covenant or condition to be kept or performed by the Company hereunder, the Trustee may enter into and upon all or any part of the mortgaged premises and take immediate possession thereof and use, operate, manage and control the same and collect and receive all income therefrom for the benefit of the holders of the bonds hereby secured, and upon every such entry, at the expense of the trust estate, from time to time, maintain, restore, renew or otherwise manage and control the mortgaged premises, either in its own name or in the name of the Company or otherwise, and shall possess all additional powers in respect to the mortgaged premises usually conferred upon a mortgagee in possession of mortgaged property. The Company will not at any time plead, claim or take the benefit of any stay or execution law now or at any time hereafter in force, nor claim nor take any benefit from any law now or hereafter in force providing for the valuation or assessment of the mortgaged premises or pledged property prior to any sale thereof, nor after any such sale claim or exercise any statutory right to redeem the property so sold or any part thereof, and it hereby expressly waives all benefits of such law or laws and will not hinder nor delay the execution of any power herein granted to the Trustee.

ARTICLE XVII. Upon filing a bill in equity or upon commencement of any other judicial proceedings to enforce any right of the Trustee or any of the bond holders under this indenture, the Trustee shall be entitled to exercise the right of entry and also any and all other rights and powers herein conferred and provided to be exercised by the Trustee as herein provided, and shall, as a matter of right, be, at its option, entitled to the appointment of a Receiver of the mortgaged premises and of the earnings, income, rents and profits thereof, with such powers as the court making such appointment shall confer.

ARTICLE XVIII. Nothing contained in this indenture or in any bond hereby secured shall prevent any consolidation or merger of the Company with any other corporation or any conveyance or transfer, subject to the terms of this indenture, of all the mortgaged premises and pledged property. This indenture may be executed in two or more counterparts, each of which may be deemed an original and which shall together constitute one and the same instrument, and without further conveyance the lien and provisions of this indenture shall attach forthwith to all property hereafter acquired by the Company, and upon demand of the Trustee the Company will execute all further and necessary assurance, transfer or conveyance thereof; and in case the Trustee shall have begun any proceedings to enforce any right under this indenture which shall have been for any reason discontinued or abandoned or determined adversely to the Trustee, then and in every such case the Company and the Trustee shall be restored to their former position and rights hereunder in respect of the mortgaged premises and pledged property and all rights, remedies and powers, and the Trustee shall continue as though no such proceeding had been taken, and no remedy herein conferred upon or reserved to the Trustee or to the holders of bonds hereby secured is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission of the Trustee or of any holder of bonds hereby secured, to exercise any right or power hereunder, shall impair any such right or power or be construed to be a waiver of any such default, or any acquiescence therein.



ARTICLE XIX. If at any time a judgment be obtained against the Company, or if any proceedings at law or otherwise be instituted or are enforced to foreclose any lien or alleged lien upon said mortgaged premises or pledged property, the Trustee may, in its discretion, and shall at the request of the holder or holders of one-fourth in amount of the bonds then outstanding hereunder, immediately take possession of the said mortgaged premises and pledged property, upon being properly indemnified therefor, and may execute and put in force and effect any or all of the provisions of this instrument as hereinbefore provided, for the benefit and protection of the holders of said bonds.

IN WITNESS WHEREOF, the said WHITE PINE TELEPHONE COMPANY, party of the first part, has caused these presents to be executed on its behalf by its President and attested by its Secretary and its corporate seal to be hereunto affixed, and said SALT LAKE SECURITY & TRUST COMPANY, party of the second part, in evidence of its acceptance of the trust hereby created, has caused these presents to be executed on its behalf by its President and attested by its Secretary and its corporate seal to be hereunto affixed, the day and year first above written.

WHITE PINE TELEPHONE COMPANY

By Chas A. Walker  
President.

(S E A L)

ATTEST:  
Eugene Giles  
Secretary.

SALT LAKE SECURITY & TRUST COMPANY

By F.E. McGurrin  
President

(S E A L)

ATTEST:  
Edward Home  
Secretary.

STATE OF NEVADA )  
COUNTY OF WHITE PINE ) SS.

On this 1st day of February, A.D. 1910, before me, A.L. Haight, a Notary Public in and for said White Pine County, personally appeared Chas. A. Walker and Eugene Giles, known to me to be the President and Secretary, respectively, of the corporation that executed the foregoing instrument as the party of the first part thereto, and upon oath, each for himself did depose that he is the officer of said corporation as above designated; that he is acquainted with the seal of said corporation and that the seal affixed to said instrument is the corporate seal of said corporation; that the signatures to said instrument were made by officers of said corporation as indicated after said signatures; and that the said corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

In Witness Whereof, I have hereunto set my hand and affixed my official seal, the day and year in this certificate above written.

A.L. HAIGHT

NOTARY PUBLIC

In and for White Pine County, Nevada.  
(SEAL) My commission expires Sept. 30, 1913.

STATE OF UTAH, )  
COUNTY OF SALT LAKE ) SS.

On this 23rd day of March, A.D., 1910, before me, R.J. Stephens, a Notary Public in and for said Salt Lake County, personally appeared F.E.McGurrin and Edward Home, known to me to be the President and Secretary, respectively, of the corporation that executed the foregoing instrument as the party of the second part thereto, and upon oath, each for himself did depose that he is the officer of said corporation as above designated; that he is acquainted with the seal of said corporation and that the seal affixed to said instrument is the corporate seal of said corporation; that the signatures to said instrument were made by officers of said corporation as indicated after said signatures; and that the said corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

In Witness Whereof, I have hereunto set my hand and affixed my official seal, the day and year in this certificate above written.

R. J. STEPHENS

NOTARY PUBLIC

In and for Salt Lake County, Utah.  
My commission expires Dec. 2, 1913.

STATE OF NEVADA, )  
COUNTY OF WHITE PINE ) SS.

White Pine Telephone Company, the mortgagor named in the foregoing mortgage, by Chas. A. Walker, its president, and Eugene Giles, its Secretary, they being duly authorized to make this affidavit, and said Chas. A. Walker and Eugene Giles individually and on behalf of said mortgagor, being severally duly sworn, each for himself deposes and says that the said mortgage is made in good faith and is given for a debt which is evidenced by the bonds set out in said mortgage, and amounts to the sum of Fifty Thousand Dollars (\$50,000), and is actually owing from the said White Pine Telephone Company, mortgagor, to the Salt Lake Security & Trust Company, mortgagee, as Trustee, and interest on said bonds at the rate of eight per centum (8%) per annum from April 1, 1910, to April 1, 1930, which said bonds are given for the purpose of raising money for the benefit of the said Company, and, being further duly sworn, did depose and say that mortgage is not made or received with intent to hinder, delay or defraud any creditors of said Company mortgagor.

WHITE PINE TELEPHONE COMPANY

(SEAL)

Chas. A. Walker

Eugene Giles

By Chas. A. Walker  
President

Eugene Giles  
Secretary.

Subscribed and sworn to before me this 1st day of February, A.D., 1910.

(S E A L)

A. L. Haight

NOTARY PUBLIC

My commission expires Sept. 30, 1913.

In and for White Pine County, Nevada.

STATE OF UTAH, )  
COUNTY OF SALT LAKE ) SS.

Salt Lake Security & Trust Company, the mortgagee named in the foregoing mortgage, by F.E. McGurrian, its President, and Edward Home, its Secretary, they being duly authorized to make this affidavit, and said F.E. McGurrian and Edward Home, individually and on behalf of said mortgagee, being severally duly sworn, each for himself deposes and says that the said mortgage is made in good faith and is given for a debt which is evidenced by the bonds set out in said mortgage, and amounts to the sum of Fifty Thousand Dollars (\$50,000), and is actually owing from the said White Pine Telephone Company, mortgagor, to the Salt Lake Security & Trust Company, mortgagee, as Trustee, and interest on said bonds at the rate of eight per centum (8%) per annum from April 1, 1910, to April 1, 1930, which said bonds are given for the purpose of raising money for the benefit the said Company; and, being further duly sworn, did depose and say that said mortgage is not made or received with intent to hinder, delay or defraud any creditor of said Company mortgagor.

SALT LAKE SECURITY & TRUST COMPANY

(SEAL)

By F.E. McGurrian  
President

Edward Home  
Secretary

(SEAL)

Subscribed and sworn to before me this 23rd day of March, A. D., 1910.

R. J. STEPHENS

NOTARY PUBLIC

In and for Salt Lake County, Utah,  
My Commission expires Dec. 2, 1913.

ENDORSED NO. 44975.  
FILED IN THE CLERK'S OFFICE  
SALT LAKE COUNTY, UTAH  
DEC. 31 1929

ALONZO MACKAY, CLERK 3RD DIST. COURT,  
BY FRED C. BASSETT, DEPUTY CLERK.

STATE OF UTAH            )  
                                  )ss.  
COUNTY OF SALT LAKE)

I, Alonzo Mackay, Clerk of the Third Judicial District Court of the State of Utah, in and for Salt Lake County, do hereby certify that the foregoing is a full, true and correct copy of the original ORDER APPOINTING TRUSTEE filed in the case of: L.R.THOMAS, Plaintiff, -VS- WHITE PINE TELEPHONE COMPANY, a corporation, and UTAH SAVINGS & TRUST COMPANY, a corporation, Defendants Case No.44975 as appears of record and file in my office.

WITNESS my hand and the Seal of said Court, at Salt Lake City, this 31st day of January, A.D. 1930.

(Seal of Court)

ALONZO MACKAY, Clerk

By Fred C. Bassett Deputy Clerk

Recorded at the request of Sloss & Ackerman Feb. 8, A.D. 1930 At 50 minutes past 3 P.M.

Peter Merialdo--Recorder.