fail to pay the principal or any part thereof or any instalment or interest or any part thereof of any of the bonds secured or intended to be secured hereby at any time when and where the same shall become due and payable according to the tenor and effect thereof and for sixty days thereafter or shall fail after fifteen days' notice from said trustee to pay and discharge all taxes charges rates levies and assessments which have been or may hereafter be imposed assessed or levied upon the mortgaged premises franchises or property or shall fail after sixty days' notice from said trustee to place and keep said property in reasonable repair and condition then and in any such case it shall be lawful for said party of the second part its successors in said trust or assigns to enter upon and take possession of said premises franchises and property and every part and parcel thereof including the appurtenances and upon the written request of the holders of one tenth part of the bonds which may at any time be outstanding and unpaid and on their furnishing reasonable means and indemnity for the payment of services expenses and liabilities to be incurred and performed in so doing it shall be the duty of the said party of the second part its successors in said trust and assigns to enter upon and take possession of all and singular the said premises franchises and property herein mentioned or described and as the attorneys in fact or agents of the said party of the first part by themselves or their agents duly constituted have use and employ the said railroad franchises and property and the appurtenances thereto belonging and proper for their use making from time to time all repairs alterations and additions thereto by them deemed needful and paying all taxes due upon the same and after deducting the expenses of all such repairs alterations additions and taxes and all sums necessary for their indemnification and reasonable compensation apply the net income of the said premises franchises and property to the payment pro rata of the interest of said bonds from time to time due and unpaid and of the principal whether then or thereafter payable or to procure the appointment of a receiver and the application of the net income as aforesaid

And in case of default as aforesaid the said party of the second part its successors in said trust and assigns at its discretion may and on the written request of the holders of one-tenth of the said bonds and on their furnishing reasonable means and indemnity for the payment of services expenses and liabilities to be incurred and performed in so doing shall cause the said premises franchises and property to be sold subject to said prior mortgage if said mortgage be then in force at public auction at Topeka in said State of Kansas giving notice of the time place and terms of such sale by publishing in one or more of the principal newspapers for the time being in each of the cities of Topeka