New York and Boston once a week for three weeks successively the last publication to be at least thirty days before the time appointed for said sale with power to adjourn said sale from time to time at their discretion and upon such sale to execute to the purchaser or purchasers thereof good and sufficient deed or deeds of conveyance in fee-simple for the same subject to said prior mortgage if it be then in force which shall be a bar against the said Kansas City Topeka and Western Railroad Company party of the first part its successors and assigns and all persons claiming under it or them of all right interest or claim in or to the said premises franchises and property or any part thereof In case of such sale the purchaser shall not be responsible for the application of the purchase-money And the said trustee party of the second part shall after deducting from the proceeds of the said sale the costs and expenses thereof and of managing the said property and enough to indemnify and save itself harmless from all liabilities arising from this trust and its reasonable compensation apply so much of the proceeds of the said premises franchises and property as may be necessary to the payment pro rata of the interest of said bonds unpaid and of the principal whether then or thereafter payable and shall pay the residue thereof if there be any to the party of the first part its successors or assigns Provided however that in case of default as aforesaid the foregoing provisions in relation to taking possession sale or foreclosure of said premises shall not be deemed to exclude any other remedy at law or in equity to enforce this mortgage but said trustee may in any case avail itself of such other remedy

In case of default of payment of interest of any of said bonds which default shall continue for sixty days then the principal of all of said bonds shall if the trustee so elect upon written notice by said trustee to said party of the first part become and be at once due and payable and be so held and deemed for the purpose of foreclosure and sale in either of the methods herein provided and for all other purposes whatsoever

It is hereby expressly agreed and understood that it shall be lawful for the said Kansas City Topeka and Western Railroad Company or its successors to possess operate and enjoy said premises franchises and property and to dispose of the current net revenues (except as herein otherwise provided) of the railroads and property hereby conveyed in such manner as it shall elect until default shall be made in the payment of the principal or interest of said bonds taxes or levies or some one or more of them or in keeping some other provision of this instrument and also until such default to substitute new materials rolling stock or other personal property for such as has become old worn-out disused or undesirable and to sell exchange or otherwise dispose of such materials rolling stock and personal