

at law and in equity against the Borrower and against any and all persons, firms or corporations claiming or who may claim the property sold, or any part thereof, from, through or under the Borrower.

Section 9.12. The proceeds of any sale made either under the power of sale hereby given, or under judgment or decree in any judicial proceedings for the foreclosure or otherwise for the enforcement of this Indenture, together with any other amounts of cash which may then be held by the Trustee as part of the mortgaged property shall be applied as follows:

FIRST: To the payment of all taxes, assessments, governmental charges and liens prior to the lien of this Indenture, if there be any, and any arrears thereof, except those subject to which such sale shall have been made, and all of the costs and expenses of such sale, including reasonable compensation to the Trustee, its agents and attorneys, and of all other sums payable to the Trustee hereunder by reason of any expenses or liabilities incurred or advances made in connection with the management or administration of the trust hereby created;

SECOND: To the payment in full of the amounts then due and unpaid for principal and interest upon the Bonds then secured hereby, and in case such proceeds shall be insufficient to pay in full the amounts so due and unpaid, then to the payment thereof ratably, without preference or priority of principal over interest, or of interest over principal, or of any installment of interest over any other installment of interest; subject however, to the provisions of Section 3.13 hereof;

THIRD: Any surplus thereof remaining to the Borrower, its successors or assigns, or to whomsoever may be lawfully entitled to receive the same.

Section 9.13. In case of an event of default on its part, as aforesaid, to the extent that such rights may then lawfully be waived, neither the Borrower nor anyone claiming through or under it shall or will set up, claim, or seek to take advantage of any appraisal, valuation, stay, extension or

redemption laws now or hereafter in force in any locality where any of the mortgaged property may be situated, in order to prevent or hinder the enforcement or foreclosure of this Indenture, or the absolute sale of the mortgaged property, or the final and absolute putting into possession thereof, immediately after such sale, of the purchaser or purchasers thereof, but the Borrower,

for itself and all who may claim through or under it, hereby waives, to the extent that it lawfully may do so, the benefit of all such laws and all right of appraisal and redemption to which it may be entitled under the laws of the State of Kansas.

And the Borrower for itself and all who may claim through or under it, waives any and all right to have the estates comprised in the security intended to be created hereby marshalled upon any foreclosure of the lien hereof, and agrees that any court having jurisdiction to foreclose such lien may sell the mortgaged property as an entirety.

Section 9.14. The Borrower covenants that if default shall be made in the payment of the principal of any Bond hereby secured when the same shall become payable, whether upon maturity or by declaration, then upon demand of the Trustee, the Borrower will pay to the Trustee, for the benefit of the holders of all Bonds and coupons then secured hereby, the whole amount due and payable on all such Bonds and coupons for principal and interest; and in case the Borrower shall fail to pay the same forthwith upon such demand, the Trustee in its own name and as trustee of an express trust, permitted by law so to do, shall be entitled to sue for and to recover judgment for the whole amount so due and unpaid.

The Trustee, to the extent permitted by law, shall be entitled to sue and recover judgment either before or after or during the pendency of any proceedings for the enforcement of the lien of this Indenture upon the mortgaged property, and in case of a sale of any of the mortgaged property and of the application of the proceeds of sale to the payment of the debt