

by written notice to the party of the first part, (which notice shall be given if requested by the holders of a majority of the outstanding bonds) become due and be due and payable; anything in said bonds contained to the contrary notwithstanding.

Article III. Should the party of the first part fail to pay any sum of money, whether principal, interest or other payment, called for by these presents, or fail to perform any other condition hereof, and should such default continue for three months, the party of the second part, or its successor or successors in this trust, may, and at the request of holders of one-third or more of the outstanding bonds hereby secured, and upon proper indemnification as hereinafter provided, shall take possession of all the franchises, rights, privileges and property hereby conveyed, and until sale thereof as hereinafter authorized, may by its officers or agents continue and carry on the business of the party of the first part, and shall apply the net proceeds of said business to the payment of the same, and the performance of the conditions herein specified and agreed for.

Article IV. Should the party of the first part make default in the payment of the principal or interest of said bonds, or any part thereof at maturity, or when declared due under Article II. hereof, and should such default continue for three months, then the party of the second part, its successor or successors, in this trust, may, on being requested so to do by the holders of any of said bonds and on being duly indemnified against loss or liability shall proceed to sell, with or without previous entry under Article III. hereof, all the franchises, rights, privileges and property hereby conveyed, according to the laws of the State of Kansas. And such sale and the conveyance pursuant to said sale shall vest in the purchaser all the right and title of the party of the first part in and to all said franchises, rights, privileges and property. The proceeds of such sales after paying all the expenses of this trust and of sale shall be applied by the party of the second part, its successor or successors, to the payment of said bonds, and all interest thereon, rendering the surplus, if any, to the party of the first part, its successor or assigns.

But the purchaser shall not be obliged to see that the proceeds are duly applied.

In case of such sale, the party of the second part, its successor or successors, may bid in and purchase such property real or personal or any part thereof on behalf of the holders of said bonds or any defaulted part thereof, on behalf of the stockholders, or any other party or parties in interest, and in such case may receive in lieu of cash, bonds or coupons hereby secured, reckoning the same at the amounts to which they would respectively entitle their holders out of the net proceeds of such