

United States, or any of the States thereof, and all other laws now existing, or which may hereafter be passed by the United States, or any of the States thereof, which may or might prevent, postpone, hinder or delay the exercise of the right of the party of the second part to enter upon, operate or sell the mortgaged premises or any part thereof, or to commence or to continue any action or proceeding in regard thereto, or the exercise of any powers, rights, privileges and remedies of the party of the second part, or any of the bond holders, under and in accordance with the provisions hereof. The party of the first part hereby expressly covenants and agrees not to claim, set up or take the benefit or advantage of any law or laws.

Article Ninth.

The party of the first part shall and will from time to time pay and discharge all taxes, assessments and all charges lawfully imposed upon the said water works, gas and electric light plant and other hereby mortgaged premises, or upon any part thereof, and will not suffer any mechanics, laborers or other statutory liens upon any part of the property hereby conveyed, or intended so to be, the lien or liens of which might or could be held to be prior to the lien hereof, so that the priority of the mortgage may be duly preserved, and The Kansas Water and Light Company shall not, and will not, suffer any matter or matters, or thing or things whatsoever, whereby the lien of this indenture might or could be impaired until the said bonds hereby secured, with all interest accrued thereon according to the terms hereof, shall be fully paid and satisfied.

Article Tenth.

Upon the filing of a Bill in Equity, or other commencement of judicial proceedings to enforce the rights of the Trustee, and of the bond holders under these presents, or to protect any of the property hereby conveyed from sale upon any execution or decree of any court within the State of Kansas, for the payment of money, the said Trustee shall be entitled to exercise the right of entry herein conveyed, or to the appointment by any court of competent jurisdiction of a receiver, or receivers, of the property hereby mortgaged, and of the earnings, income, revenue, rents, issues and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Article Eleventh.

And it is Hereby Further Covenanted and Agreed, and the trusts created by this instrument are accepted upon the express condition that the Trustee shall not incur any liability or responsibility whatever in consequence of permitting or suffering the party of the first part to retain or be in possession of the water works, gas and electric light plants, estates, and premises hereby mortgaged, or agreed or intended so to be, or any part thereof, and to use and enjoy the same; nor shall the Trustee be or become responsible or liable for any destruction, deterioration, loss, injury or damage which may be done or occur to the said water works, gas and electric light plants, and estates hereby mortgaged