

Company, or so intended to be, or any part thereof, as an entirety, or in such lots or parcels as the Trustee in its discretion may see fit, before the County Court House in Shawnee County, State of Kansas, on a day or days to be fixed by the Trustee or any such other place or places in the State or States of Kansas or Colorado as the Trustee may determine, first giving such notice of the time, terms and place of the sale and of the property to be sold, as may be prescribed by law, and also by publication in a newspaper published in the City of Topeka, Kansas, at least once in each week for four successive weeks preceding such sale, and upon any such sale to make and deliver to the purchaser or purchasers of the premises, estate and property so sold, a good and sufficient deed or deeds in fee simple for the same, which sale shall be a perpetual bar in law and in equity against the Land Company and all persons and corporations claiming and to claim by, through or under it. The proceeds of any such sale by the Trustee, or of any sale pursuant to judicial proceedings by reason of any default hereunder shall be applied as follows: First. To the payment of the costs and expenses of such sale, including a reasonable compensation to the Trustee, its agents, attorneys, and counsel, and of all expenses, liabilities and advances incurred by the Trustee in managing and maintaining the property hereby conveyed or so intended to be, and of all taxes, assessments or liens prior to the time of these presents, except any taxes, assessments or other superior liens subject to which such sale shall have been made. Second. To the payment of the interest then in arrears or accrued and unpaid on said bonds with interest on the overdue instalments of interest, and after payment of all such interest then ratably to the payment of the principal of said bonds. Third. The surplus, if any, shall be paid over to the Land Company, its successors or assigns, or to whomsoever may be lawfully entitled to receive the same. And it is further declared and agreed that the receipt of the Trustee, who shall make the sale hereinbefore authorized shall be a sufficient discharge to the purchaser or purchasers at such sale for his or their purchase money, and that such purchaser or purchasers, his or their