

holder of such shares of stock and of such bonds pledged, or agreed to be pledged, in this indenture, to perform any and all acts, or to make or execute any and all requests, requisitions or other instruments. Sec 3. In case default shall be made in the payment upon demand, of any interest on any of said bonds hereby secured as and when such interest shall become due and be payable, and such default shall continue for a period of ninety days; or in case default shall be made in the payment upon demand, of the principal of any of said bonds when the same shall become due and payable; or in case default shall be made in the performance or observance of any covenant or condition herein required to be performed or observed by the Railway Company, and any such default shall continue for a period of ninety days after the Trustee shall have requested the Railway Company to perform or observe such covenant or condition; then, and in every such case, the Trustee shall be entitled, with or without entry personally or by attorney, in its discretion, either (a) to sell to the highest and best bidder in one lot and as an entirety all and singular the Mortgaged and pledged railroad and premises, bonds, stocks, rights, franchises and interests, and all rights, title and interest, claim and demand therein and right of redemption thereto, which sale shall be at public auction at the City of Topeka, Kansas, or at such other place on the railroad hereby mortgaged and at such time, and upon such terms, as the Trustee may fix, first giving notice of the time and place of the sale, and a brief description of the property to be sold, by publication once in each week for five successive weeks in a newspaper published in the City of Topeka, Kansas, in a newspaper published in the City of New York, N. Y., and in a newspaper published in the City of Boston, Mass. and the Trustee may from time to time adjourn such sale in its discretion. and hold such adjourned sale without further notice; or (b) the Trustee may proceed to protect and enforce the rights of the bondholders under this indenture, by a suit or suits in equity or at law, whether for the specific performance of any covenant or agreement contained herein, or in aid of the execution of any power herein granted, or for the foreclosure of this indenture, or for the enforcement of any other appropriate legal or equitable remedy, as the Trustee, being advised by Counsel learned in the law, shall deem most effectual to protect and to enforce any of its rights or duties hereunder. Provided, nevertheless, that unless there be some subsisting default in the payment of the interest or principal of the Prior Lien bonds, or some of them, according to their tenor, or unless the principal of the Prior Lien bonds shall have been declared due as herein authorized any foreclosure of this Mortgage or sale of the mortgaged premises pursuant to judicial proceedings, or under the powers of sale