

then and in every such case, the Railway Company, its successors or assigns, shall, upon the demand of the Trustee, forthwith surrender to the Trustee the actual possession of all and singular the said property and premises hereby mortgaged or intended so to be, together with all the books, papers, and accounts of the Railway Company, and the Trustee shall be entitled to enter upon and take possession of all said railroads and other property of the Railway Company covered by this Mortgage, and operate said railroads and property and conduct the business of the Railway Company pertaining thereto, and receive all the revenues, income and profits therefrom, and from the receipts shall pay all expenses of possession and operations, and make such repairs, replacements, alterations, additions and improvements to the mortgaged property, as the Trustee in possession, shall deem needful, and all taxes due upon any of the mortgaged property; and shall, after deducting such expenses and retaining a reasonable compensation for its services, apply the net income from said business as follows: In case the principal of the bonds secured hereby shall not have become and be due, to the payment of any interest which may have become due on said bonds, together with interest on the overdue installments, in the order of the maturity of the installments of such interest, ratably to the parties entitled thereto, without discrimination or preference. In case the principal of the bonds secured hereby shall have become due, or shall, after such entry, become due, the Trustee in possession shall apply the same, first, to the payment of any interest which may have become due on said bonds, together with interest on the overdue installments in the order of the maturity of the installments of such interest, and next to the payment of the principal of the bonds; in every instance ratably to the parties entitled thereto without any discrimination or preference. The foregoing provisions are, however, subject, in each instance, to the provisions of Article Second hereof. If after such entry, all interest due on the bonds secured hereby, then outstanding, shall be fully paid out of the income of said property, and the principal of said bonds shall not be due by the terms of the bonds or by declaration as herein provided, and there shall be no other default on the part of the Railway Company under this mortgage, the Trustee in possession shall retain said property of the Railway Company, but without prejudice to the right of entry of any subsequent default. Otherwise, in case any default shall be made, and shall continue as specified in article tenth hereof, then, and in any and every such case, the Trustee shall be entitled, upon request of the holders of one-third in amount of the bonds hereby secured and then outstanding, with or without entry, to sell the premises estate and property hereby mortgaged or conveyed, by the Railway Company or so intended to be, as an entirety, at public auction in such place in Kansas City, Missouri, as the Trustee may select; first giving notice of the time, terms and place of sale of the property to be sold, as may be prescribed by law, at least once a week for six weeks next preceding such sale; and, from time to time, to adjourn such sale in the