

without any preference or priority of one bond over another no matter in which series it may be, or the number which it may bear, it being clearly understood that each bond in series A. and series B. is equally secured by this indenture, with all other bonds without regard to series or number.

It is herein expressly provided that in case of the death of the parties of the second part, their inability to act, removal from state or for any legal cause, the parties of the second part cannot properly execute this trust, then on application of any one of the bond holders to the District Court of Douglas County, Kansas, said Court can and with the consent of a majority of said bondholders, name and appoint a successor or successors in trust to carry out, perform and execute the terms and conditions of this conveyance.

It is further agreed that the party of the first part shall well and truly pay all of said bonds, together with interest thereon according to the tenor and effect thereof when the same become due and payable, and that it shall and will well and truly pay off and discharge or cause to be paid off and discharged, each and every tax or assessment which may from time to time be lawfully levied or imposed by competent authority upon said gas and electric light works or any part thereof; the lien when of might or could be held to be superior to the lien of these presents, so that the priority of these presents shall at all times be maintained and preserved, and it shall and will at all times keep insured in some reliable insurance company or companies all of its buildings, tools, machinery and fixtures and other structures which it may from time to time erect and construct upon its premises.

It is clearly understood and agreed by the parties hereto, that until the default shall be made in the payment of the principal or interest of the said bonds or some or any one of them or until default shall be made in respect of something herein required or agreed to be done, paid, kept or performed by the said party of the first part, the said party of the first part and its assigns shall have full, complete, peaceable and undisturbed possession of the use, enjoyment and control of all of the above described mortgaged and conveyed property, together with all rights, grants, privileges and franchises of the same. Also the right to receive and to dispose of all rents, incomes, revenues, profits and tolls thereof to the same extent as if this indenture had not