

application of any one of the bond-holders, to the District Court of Douglas County, Kansas it can and with the consent of a majority of said Bond-holders, 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 electric light works or any part thereof; the lien whereof 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, machinery, tools 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 mortgage 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 has not been made but if default be made in payment of the bonds or interest thereof, at the time and times when the same become due and payable according to the tenor and effect thereof or if the party of the first part shall fail to pay all taxes and assessments lawfully levied on the aforesaid property herein mortgaged and conveyed or fail to keep said property insured as herein provided or