

or fail to do and to perform any of the covenants, conditions and provisions herein set forth and which, by this indenture the said party of the first part is required to do, keep and perform, then this mortgage deed shall become forever absolute and all of said bonds shall at once become due and payable, at the option of the parties of the second part or at the option of the owners of said bonds or any of them. And the party of the second part or his successors in trust may proceed to foreclose this mortgage for the benefit of all of the bond holders according to law, without notice and without joining all of the said bond holders. (Or in case said party of the second part, his successors in trust, should fail, neglect or refuse to foreclose this mortgage as aforesaid, when, according to the terms, conditions and provisions of the same, it has become absolute and said bonds have become due and payable in the same as aforesaid, then upon application of any one of the bond holders to the District Court of Douglas County, Kansas, the Court may appoint some suitable person or persons to execute this trust according to the terms and conditions herein provided.) And out of the proceeds of the sale of said property, rights, privileges, grants, and franchises so foreclosed and conveyed, pay the costs of such proceedings, the amounts due on said bonds, together with principal and interest and the balance, if any, shall be paid to the party of the first part or its assigns. And if at any time the party of the first part shall fail to keep the buildings, machinery and appliances insured as aforesaid, or fail to pay the taxes assessed on said property, rights, privileges, grants, franchises, the said party of the second part or his successors in trust or the owners of said mortgage bonds or any one of them may pay such insurance and taxes and thereupon the amount of the same so paid, shall immediately become and additional lien in favor of the party paying the same on all of said property herein above described, together with interest thereon at the rate of five percent. per annum from the time of payment and such insurance and taxes may be also paid out of the proceeds for the foreclosure of this mortgage as a part of the costs and expense thereof.

In Witness Whereof, the party of the first part has herunto set its name by the hand of its President and attested the same by the hands of its Secretary & Treasurer