Trustee in the discharge of its duties as such shall be paid by the Company or out of the trust estate upon which they are hereby made a first lien nor shall the Trustee be compelled to perform any act under this indenture unless indemnified to its satisfaction. And it is agreed and hereby provided that the Trustee and its successor or successors in this trust may be removed and a successor upon the vacancy by resignation or other wise may be appointed at any time by a majority in interest of the holders of the then outstanding bonds hereby secured through an instrument in writing duly acknowledged and recorded in the County of Douglas State of Kansas reciting the serial numbers denominations and amount of bonds of each of the holders parties thereto respectively.

And the Trustee may resign the trust hereby created and become and remain wholly discharged from all further duty or responsibility hereunder upon giving sixty days notice in writing to the Company for such shorter notice as the Company may accept as sufficient.

It is also hereby expressly agreed and provided that in case of the appointment in the mode herein provided of a successor or successors shall be invested with all and singular the powers and duties hereby conferred and imposed upon the Trustee herein and hereby designated so long as it or they shall remain such successor Trustee.

Article Eleventh.

And in case of any foreclosure sale or any sale made under any of the provisions of this deed of trust the purchaser or purchasers thereat shall be entitled in making settlement for any payment of the purchase money therefor to deliver toward the payment of such purchase money any of the said bonds secured hereby and held by such purchaser or purchasers counting such bonds for such purpose at a sum not exceeding that which shall be payable out of the net proceeds of such sale to the holder or holders of such bond or bonds as his or their share and proportion in that character of such