

Article 7. In case default shall be made in the payment of any money, principal or interest hereby secured to be paid, or in the performance of any covenant, stipulation or condition of this instrument, and such default shall continue six months after payment or performance shall have been duly demanded, the party of the first part, upon demand of the said Trustee shall, forthwith surrendered to said Trustee the actual possession of, and it shall be lawful for the said Trustee forthwith to enter into and upon and take possession of, personally, or by its agents or attorneys, all and singular the entire estate, property and rights hereby conveyed, or intended so to be, together with all the records, books, papers, money and accounts of the said party of the first part, and either by itself or attorneys, or agent or agents to be appointed by it, the said Trustee, to have, hold, use, manage, operate and enjoy the same, and from time to time make all needful repairs and replacements and such alterations therein and additions and improvements thereon as to it, the said Trustee, shall seem necessary, and to receive the rents, issues, incomes and profits thereof; and out of the same to pay all the proper costs, charges, and expenses of so taking, holding and managing the same, including a reasonable compensation to said Trustee, its agents, attorneys and counsel, and all taxes and assessments and any charges or liens prior to the lien of these presents, and then due and payable; and to apply the remainder of the moneys so received by it first, to the payment of the coupons hereby secured and then due and unpaid, to the holders thereof, without discrimination or preference; except that in case the moneys so received by it shall be insufficient to pay said coupons in full, the payment of or upon the same shall be in the order of the date of their maturity.

But in case and when the net earnings of said railroad in the hands of said Trustee shall be sufficient to pay all overdue coupons and the costs and expenses of the Trustee in the management of the property, and all taxes and assessments and any charges or liens prior to the lien of this mortgage and the same shall have been paid, then and thereupon the said party of the second part, as such Trustee shall return, restore and deliver to said party of the first part, all and singular the entire estate, property and rights hereby conveyed or intended so to be, together with the records, books, papers, money and accounts of said party of the first part.

Article 8. In case of default in the payment of any money, principal or interest hereby secured to be paid, or in the performance of any covenant, stipulation or condition of this instrument, and if such default shall continue for six months after payment or performance shall have been duly demanded it shall be lawful for the said Trustee, with or without entry, to sell and convey all the estate, property and rights, hereby conveyed, or intended so to be, or any part thereof, from time to time, at public auction in the City of Kansas City, in the State of Kansas, having first published notice of such sale once a week for eight successive weeks, in one newspaper published in said City of Kansas City, and also having published