

notice of such sale in two newspapers in the City of New York, at least once a week for eight weeks next preceding such sale; and from time to time adjourn such sale or sales at its discretion. And the said Trustee, upon any sale or sales hereafter made under and by virtue of the provisions of this instrument, may and shall make and deliver to the purchaser or purchasers of the property and rights so sold, good and sufficient deed or deeds for the same, which sale will be a perpetual bar, both in law and equity, against the party of the first part and its successors and assigns, and all persons or corporations lawfully claiming or to claim by, through or under it, the property, rights, powers, privileges and franchises sold, or any part or parcel thereof, through or under it, the said The Kansas City and Kansas Southwestern Railway Company, its successors and assigns, or any of them, and particularly shall bar and cut off all right or equity of redemption given and allowed by the statutes of the State of Kansas and which for the considerations named, is hereby expressly waived; and upon the making of any such sale, the principal of all the bonds then outstanding hereunder shall be and become forthwith due and payable, anything in said bonds or herein to the contrary notwithstanding; but the Trustee shall apply the proceeds of such sale or sales as follows, to-wit:- First, to the payment of the costs and expenses of such sale or sales, including a reasonable compensation to said Trustee, its agents, attorneys and counsel, and all expenses, liabilities and advances, made and incurred by said Trustee, in or about the execution of its trust, and all taxes and assessments, and any charges or liens prior to the lien of these presents and then due and payable; Second, to the payment of the coupons hereby secured to be paid, and then due and unpaid, without discrimination or preference, except in case such proceeds shall be insufficient to pay the same in full, such payments of or upon interest^{coupons} shall be in the order of the date of their maturity; Third, to the payment of the bonds hereby secured to be paid, then due and unpaid, pro rata, and without discrimination or preference; Fourth, to pay over the surplus, if any, to the party of the first part, or to its successors or assigns or to whosoever may be lawfully entitled to receive the same by the judgment of some court of competent jurisdiction.

Article 9. It is further stipulated and agreed by and between the parties hereto, that it shall not be necessary for the purchaser or purchasers at any sale or sales purporting to be made under the powers of this mortgage (provided the said sales appear on the face of the proceedings to be made in conformity with said powers), to inquire into or in any way be or become responsible for the actual existence of the con-