

may in his discretion enter upon and take possession of the mortgaged premises and (subject to the exception in clause (c) of section two hereof contained) may in his discretion and shall upon the request in writing of the holders of three-fourths of the bonds at the time outstanding, and unpaid, sell and convert into money the same or any part thereof, provided always that such trust shall not defeat or limit the trustee or the holder of any of the bonds in the exercise of any other right or remedy, which it or he may at law or in equity to enforce this mortgage and obtain the security hereof and nothing herein shall limit the discretion of the trustee as set forth in section eleven hereof.

Events in which security enforceable

2. the security hereby constituted shall become enforceable in each and every of the events following: (a). If default shall be made in the payment of the bonds or any of them or in the payment of any interest on the same, or in the payment of any sum ^{of money} payable to the trustee under these presents and such default shall continue for the period of ninety (90) days after any such principal or interest moneys shall become due and payable, or for the like period after such sums of money payable to the trustee shall have been demanded. (b). If the mortgagor shall be dissolved or go or be put into bankruptcy or lose its charter by expiration, forfeiture or otherwise. (c). If the mortgagor shall commit or suffer a breach of any covenant herein contained by it to be performed or observed other than its covenants to pay the bonds and coupons and moneys payable to the trustee and such breach shall continue for ninety days after the demand to make the same good shall have been made of the Mortgagor by the trustee (but in the event that the security hereof shall be enforceable solely on account of such breach of covenant and none of the other foregoing events mentioned in the subdivision (a) and (b) of this clause shall exist, the trustee shall not sell the mortgaged premises without the consent in writing of the holder of three-quarters of the bonds).

Trust or sale

3. Before making any sale of the mortgaged premises under the power or trust hereinbefore contained the trustee shall give notice of such sale and the time and place thereof by advertisement published in the cities of Dayton Ohio, and Lawrence, Kansas, not less than twice a week four successive weeks in one or more newspapers therein published and such other notice if any as shall be required by law. And the trustee in exercising the said power or trust for sale shall have full power to sell all or any of the mortgaged premises either together or in parcels and either at public auction or by private contract and to buy in the same or recind or vary any contract of sale and resell without being responsible for loss and to adjourn any sale from time to time with such notice as the trustee shall deem reasonable. And such sale shall perpetually bar the mortgagor and all persons claiming by, through or under it from all right and interest in the premises sold.