

own services and the services of all agents, clerks, servants and other employees properly engaged or employed, including reasonable attorneys' and solicitors' fees, then to apply the moneys arising as aforesaid to the payment of the interest in arrears or which shall become due on the outstanding bonds secured hereby in the order in which such interest shall become due, ratably to the persons holding the bonds, and after paying all such interest which shall have become due, to apply the balance to the payment of the principal of the aforesaid bonds which may at that time be due and unpaid ratably without discrimination or preference.

11. In case default shall be made in the payment of any interest or sinking fund upon any of said bonds or the principal thereof as aforesaid, or in the payment of any tax or assessment as aforesaid, and shall continue for three months after demand made for payment as aforesaid, it shall be lawful, unless such default be waived as herein provided, for the Trustee, or its successors or successors in this trust, after entry as aforesaid, or without entry, by its attorney or attorneys, agent or agents, to sell and dispose of all and singular the said plant and appurtenances, property and premises, rights, interests and franchises hereby conveyed or mortgaged or intended so to be, at public auction, to the highest bidder, either at such time and place in Lawrence in the state of Kansas as it may designate, or as otherwise provided by law, having first given public notice of the time and place and terms of such sale by advertisement published not less than once a week for four consecutive weeks in one or more newspapers published respectively in the cities of Lawrence and New York, together with such other notice, if any, as may be required by law, with the right to adjourn such sale or sales from time to time in the discretion of such Trustee, giving reasonable notice of such adjournment, and after so adjourning to make the sale at the time and place to which the same may be adjourned, and on consummation of the sale upon the terms and conditions thereof to make and deliver to the purchaser or purchasers thereof good and sufficient deed or deeds in law for the same in fee simple, which sale made as aforesaid shall be a perpetual bar at law and equity against the Company and all other persons lawfully claiming or to claim the said plant and appurtenances, property and premises, rights interests and franchises, or any part thereof, so sold by, from, through or under it. And after deducting from the proceeds of such sale just allowances for all expenses of said sale, including attorney's and counsel fees, and all other expenses, advances and liabilities which may have been made or incurred by the Trustee in operating said plant or in maintaining the same or in managing said business while in possession thereof, and all payments which may have been made by it for taxes and assessments and other proper charges upon said plant and appurtenances, property and premises, rights interests and franchises, or any part thereof, as well as reasonable compensation for its own services, the Trustee shall apply the said proceeds, first to the payment of the principal of such of the aforesaid bonds as may be at such time unpaid, whether the same shall have previously become due or not, and of the interest which shall at that time have accrued on the said principal and be unpaid, without discrimination or preference but ratably to the aggregate of said principal and accrued and unpaid interest added

(Trustee
(may sell.