

in default shall not exceed five years from the date of default. When such waiver and extension has been so made, it shall be binding and obligatory upon the holders of all of the bonds issued and outstanding and unpaid, including the bonds the interest of which may be in default, and whether assenting or non-assenting to such waiver and extension. But it is understood and hereby expressly declared and agreed that no act of bondholders or of the Trustee nor any act or election of or instrument executed by a majority in interest of all of said bonds shall impair, control or affect, the rights, interests or remedies, legal or equitable, of any non-assenting bondholder except in the particulars and to the extent to which the same is expressly made controlling by provisions contained in this indenture.

(Trustees
(may pur-
(chase at
(any sale.

16. In case of any sale of the mortgaged premises and property, whether by the Trustee under any power herein granted, or in pursuance of the decree of any court of competent jurisdiction, the Trustee, its successors or successors, may, and at the request in writing of the holders of a majority in interest of the bonds then outstanding, shall bid for and purchase the said property, real and personal, or any part thereof, in behalf of all the holders of the said bonds, as well those uniting as those not uniting in such request, but the Trustee shall not in any case bid any greater sum than the amount of bonds then issued and outstanding and the accrued interest thereon, costs and expenses, and shall in no case be bound to make any bid at such sale unless provided with the money necessary for that purpose, nor unless at least a majority in value of the outstanding bonds shall have been also deposited with it. In case of such purchase, the Trustee shall hold the premises so purchased in trust for the holders of said bonds and convey and deliver the premises and property so purchased to any new corporation created and organized by a majority in interest of the holders of the outstanding bonds or as the holders of a majority in interest of said bonds shall, in writing, to the Trustee direct. All holders of said bonds shall in proportion to their respective holdings ratably and without preference share in the new securities created and issued by such new Company so formed upon such terms and conditions as said holders of a majority in interest of said bonds shall in writing agree upon, due provision having first been made for the cash and other requirements incident to and necessary to be provided for in and about the foreclosure sale and reorganization.

(Waiver by
(company
(of valua-
(tion,
(stay, etc
(laws.

17. It is hereby expressly agreed that in no case shall any claim, benefit or advantage be taken by the Company, its successors or assigns, of any valuation stay, appraisalment, redemption or extension law or laws requiring mortgages, liens hypothecations or other securities for money to be foreclosed by action therefor now existing or which may hereafter exist, which but for this provision herein might prevent or postpone the sale of said premises, property, rights and interests to the purchaser under the powers and upon compliance with the provisions herein provided, and the Company does hereby covenant with the Trustee, or its successor or successors in the trust hereby created that it will not in any manner set up or seek to take the benefit or advantage of any such valuation, stay, appraisalment, redemption or extension or other laws of the State of Kansas or of any other state, territory or country.