

18. In case of any foreclosure sale or any sale made under any of the provisions of this deed of trust the purchaser or purchasers thereof shall be entitled in making settlement for any payment of the purchase money therefor to deliver toward the payment of such purchase money any of the said bonds secured

(Use of
bonds as
part of
purchase.)

hereby and held by such purchaser or purchasers, counting such bonds for such purpose at a sum not exceeding that which shall be payable out of the net proceeds of sale after allowing for the proportion of payment which may be required in cash for the costs and expenses of the sale and which proportion of cash payment shall be determined and announced previous to any such sale, and if such proportionate sum shall be less than the amount of such bonds, by receipting thereon for the amount to be credited thereupon.

Concerning The Trustee.

19. It is further mutually agreed by and between the parties hereto, and it is hereby declared to be a condition upon which the Trustee and its successors in the trust hereby created have assented to these presents and accepted this trust, that the Trustee and its successor in this trust shall not in any manner be held responsible for persons employed by it when selected with reasonable care, nor shall the trustee be answerable except for its own wilful default, and in all cases the then Trustee shall be authorized to pay such reasonable compensation as it shall deem proper to all the attorneys, officers, agents, servants and employees whom it may reasonably employ in the management of this trust, and that the Trustee and its successor or successors shall have and be entitled to just and reasonable compensation for all services rendered hereunder or in connection with this trust, which compensation, together with any and all necessary and reasonable expenses, charges, counsel fees and other disbursements, incurred by the Trustee in the discharge of its duties as such, shall be paid by the Company or out of the trust estate upon which they are hereby made a first lien, nor shall the Trustee be compelled to perform any act under this indenture unless indemnified to its satisfaction.

(Responsi-
bilities
of the
Trustee.)

(Compensa-
tion of
Trustee.)

20. It is agreed and hereby provided that the Trustee and its successors in this trust may be removed and a successor upon the vacancy by resignation or otherwise may be appointed at any time by a majority in interest of the holders of the then outstanding bonds hereby secured through an instrument in writing duly acknowledged and recorded in the County of Douglas, State of Kansas, reciting the serial numbers, denominations and amount of bonds of each of the holders, parties thereto, respectively. It is also hereby expressly agreed and provided that in case of the appointment in the mode herein provided of a successor or successors to the trust hereby created, such successor or successors shall be invested with all and singular the powers and duties hereby conferred and imposed upon the Trustee herein and hereby designated, so long as it or they shall remain such successor Trustee.

((Removal of
Trustee.)

(Appointment
of Trustee
to fill
vacancy)

21. The Trustee may resign the trust hereby created and become and remain wholly discharged from all further duty or responsibility hereunder upon giving sixty days' notice in writing to the Company, or such shorter notice as the Company may

(Resignation
of Trustee.)