

the possession of the trust estate to the Company, to be held and enjoyed by it as before said entry, but subject, however, to these presents, and to the right of the Trustees again to enter in, into and upon and take possession of the said trust estate in case of any other or future default, and with like effect as in this article provided.

Article XIII.

In case the Company, or its successors, shall make default in the payment of some principal money or interest secured by said bonds, or any of them, according to the tenor thereof, or of the coupons thereunto annexed, or in the performance or observance of any condition, obligation or requirement of the said bonds or by this mortgage imposed upon the Company or its successors, and such default shall continue for the period of ninety days, the Trustees may, and upon the written request of the holders of one-fourth in amount of said bonds at the time outstanding, upon being indemnified to their satisfaction, shall declare the principal of all of the outstanding bonds hereunder due and payable, and the same shall forthwith become due and payable.

In case of sale hereunder, the principal sums of all the bonds hereby secured, if not previously declared due, shall immediately thereupon become due and payable, anything in said bonds or in this indenture contained to the contrary notwithstanding,

Article XIV.

Upon filing a bill in equity, or other commencement of a suit or other judicial proceedings hereunder, the Trustees shall be entitled, as of right, to the appointment, ex parte, and without notice, of a receiver or receivers of the trust estate, and of the tolls, incomes, revenues, issues and profits thereof, with full power to manage the same, pending such proceeding.

Article XV.

In case the Company, or its successors, shall make default in the payment of any interest on said bonds, or any of them, according to the tenor thereof, or if the coupons thereunto annexed, or in the performance or observance of any condition, obligation or requirement of the said bonds or by this mortgage imposed upon the Company, or its successors, and such default shall continue for a period of ninety days, or in case the Company or its successors shall make default in the payment of any principal money on said bonds, the Trustees may, and upon the written request of the holders of one-fourth in amount of the bonds outstanding at the time, being first indemnified by them to their satisfaction against loss or liability in the premises, shall proceed to enforce the lien of these presents by such legal or equitable action or proceedings as the Trustees may deem best or be advised by counsel.

Article XVI.

The Company for itself, its successors and assigns, doth hereby waive irrevocably the benefit and advantage of any and all valuation, stay, appraisement, redemption and extension laws requiring mortgages, liens, hypothecations or securities for money to be foreclosed by the action thereof now existing or which may exist in the State of Kansas, and which, but for this provision herein, might or postpone the sale of said premises and property under the powers and upon compliance with the provisions of these presents; and the Company hereby covenants with the Trustees that it will not in any manner set up or seek or take the benefit or advantage of such valuation, stay, appraisement, redemption or extension laws.

Article XVII.

In case of foreclosure sale or any sale under the provisions hereof, the purchaser or purchasers at such sale or sales shall be entitled, in making settlement for or payment of the purchase money bidden, to turn in toward the payment of such purchase money any of the bonds secured hereby and the unpaid interest coupons thereon held by such purchaser or purchasers, estimating the value of such bonds and coupons, for that purpose, at the sum payable out of the net proceeds of such sale to the holder or holders of such bonds and coupons as his or their ratable share of such net proceeds, after allowing for the proportion of the total payment required to be made in cash for the costs and expenses of the sale or otherwise; and if such share of net proceeds shall be less than the amount then due upon such bonds or coupons, such purchaser or purchasers may make such settlement by receipting on each bond the amount to be credited thereon; and at any and every such sale the Trustees or any or all of the bondholders may bid for and purchase said property, and, upon compliance with the terms of sale, may hold, retain and dispose of the same, without further accountability therefor.

Article XVIII.

Upon indemnity satisfactory to the Trustees, the holders of a majority in amount of the outstanding bonds hereby secured, anything in this indenture contained to the contrary notwithstanding, from time to time, shall have the right to direct any and all proceedings for the sale of the trust estate hereby conveyed or intended so to be, or for the foreclosure of the indenture, or for the appointment of a receiver, or any other proceedings hereunder, and, for such purpose, to instruct the Trustees to exercise their right of election to declare said bonds due (which right may also be exercised by the holders of one-fourth in amount of said bonds), or to waive the exercise of the same, or, if exercised, to annul the same, or to institute, continue or discontinue any proceedings hereunder; and no such action by the Trustees, or by such majority, in at any time waiving any default or otherwise, shall extend to or be taken to effect any subsequent default, or to impair any right resulting therefrom. All instructions to the Trustees under this article shall be in writing, signed by the holders