

BANK OF THE CITY OF KANSAS CITY, MO. 64214

ARTICLE I

All of the one hundred seventy (170) bonds hereby secured and intended to be secured, shall be executed at once by the party of the first part hereto and be forthwith delivered to said The Columbian Title and Trust Company, the Trustee hereunder, and shall be by it from time to time certified and delivered to the party of the first part hereto, or its order.

ARTICLE II

Said bonds, issued hereunder, shall pass by delivery unless registered upon the books of the Trustee. Such registration shall be noted on the bonds so registered, and the Trustee agrees to keep at its office sufficient books for such registration; and the holder of any bond secured may, at his option, and at his own expense, have his bond registered upon presenting the same to the Trustee at its office in Topeka, Kansas. When a bond is so registered it shall pass only by transfer on said book or books, which said transfer shall also be noted on the bond, and the registered holder of said bond shall be considered and deemed the owner of said bond for any and all purposes. Any registered bond, may, upon presentation at the office of said Trustee, if accompanied by the written order of the registered owner thereof, be transferred to the name of such person as is designated in such written order, and the transferee shall thereafter be deemed the owner of said bond, under the same conditions as the prior owner. Any registered bondholder may have his bond or bonds transferred, or removed from registration by having same transferred to "Bearer" on the book or books of the Trustee as above provided. The coupons attached to any bond shall in all cases be negotiable by delivery, whether the bond be registered or not. The Owner of any registered bond may file with the Trustee written request that such bond be registered for redemption, in which case the Trustee shall exclude such bond from its drawing for purposes of redemption until all bonds in regard to which such request has not been made, have been called and redeemed.

ARTICLE III

So long as no default shall be made in the payment of the principal or the interest of the said bonds and so long as the conditions of this Trust Deed shall be performed, the said party of the first part, its successors or assigns, shall be permitted to retain the possession, operation, enjoyment and control, as heretofore of said above described property, and of its income and profits, but the said party of the first part agrees to pay promptly all taxes and assessments which shall from time to time legally be imposed and assessed upon the property hereby conveyed, so that the priority of these presents, as herein stipulated, shall at all times be duly maintained and preserved; and to take care of and preserve the said property and to do on demand of the said Trustee, or its successors, all acts necessary or proper to keep valid the lien hereby created and intended to be created.

It is hereby expressly agreed and provided that the party of the first part hereto shall not consent or be a party to any sale of or loan upon any of the interest coupons hereby secured, as detached from the respective bonds, and any sale or loan upon any of the said coupons detached as aforesaid whether made before or after maturity of such coupons, if made at the request or with the consent of the party of the first part hereto, shall make the coupons so sold or used as security and the claim for interest evidenced thereby, subject and subordinate under this Trust Deed to the payment in full of all the bonds and of all the other interest coupons secured hereby.

ARTICLE IV

In the event that the said party of the first part shall fail, neglect or refuse to pay any taxes or assessments which shall from time to time be legally imposed, assessed or levied upon the property hereby conveyed, or any part thereof, for the space of three (3) months after the same shall have become due and payable, or shall for three (3) months fail to pay the semi-annual interest on said bonds, or any part of said interest as and when the same shall become due, or in case default shall be made in the performance by the party of the first part hereto of any of its agreements herein, or in said bonds, or interest coupons contained, and said default shall continue for three (3) months, then and in any such event the Trustee hereunder may, upon request of the holder or holders of one-fourth in amount of the bonds then outstanding hereunder, and upon being indemnified for all probable expenses, costs and liability to its satisfaction, and shall, upon the written request of the holders of a majority of said bonds and upon being fully indemnified as aforesaid, unless prevented by the acts of said first party or the order of some court, enter upon, take and maintain possession of all and singular the estate, property, premises and rights hereby conveyed or intended to be conveyed, and as the agent of the party of the first part hold, use, manage, operate and enjoy the same and each part thereof, and the income, issues and profits therefrom to as full extent as the party of the first part might lawfully do, making from time to time all needful and proper repairs, alterations, and additions and receiving all the income, rents and profits from said real estate and after deducting and defraying the expenses of such operation and repairs of said real estate and the cost and charges of taking such possession, and all payments which may be made for taxes, charges or liens prior to the lien of this Trust Deed, and reasonable and proper compensation for taking such possession, and such sum or sums as may be sufficient to indemnify the trustee for all things done in pursuance of the duties of the Trustee hereunder. If, the said Trustee, shall apply the net remaining income and revenue from said real estate to the payment of the principal and accruing interest due on said bonds outstanding in accordance with their terms. If, after the Trustee shall have taken possession under this Article, all defaults on the part of the party of the first part shall be removed and discharged by it before any sale under any decree of foreclosure hereunder then said party of the first part shall be entitled to be restored to the possession of the property covered by this Trust Deed.

ARTICLE V

In the event that the said party of the first part shall fail, neglect, or refuse to pay any taxes or assessments, which shall from time to time be legally imposed, assessed or levied upon the property hereby conveyed, or any part thereof, for the space of three (3) months after the same shall become due and payable, or shall for three (3) months fail to pay the semi-annual interest on said bonds, or any part of the said interest, as and when the same shall become due, or in case default shall be made in the performance by the party of the first part hereto of any of its agreements herein, or in said bonds or interest coupons contained, and such default shall continue for three (3) months, then and in any such event the whole of the principal of all the outstanding bonds secured shall, at the election of the holder or holders of one fourth, in amount of said bonds then outstanding, or at the election of the Trustee or its successor hereunder become and be at once due and payable, without any notice whatever, and the lien hereby created may be enforced for the whole debt, and in any such event, or in case the principal of said bonds shall be matured and due by lapse of time, the said Trustee or its successors in trust, may, of its own motion, and shall, on the written request of the holder or holders of one-fourth in amount of the said bonds then outstanding hereunder, institute and carry on such suits and proceedings to foreclose the lien of this Trust Deed as may be authorized by law, and out of the proceeds arising from any sale upon foreclosure, hereof, the Trustee shall first defray the expenses of the foreclosure, together with a just and reasonable charge for its services, including reasonable attorney fees and also all advances and expenses reasonably made by the Trustee hereunder, and shall apply the balance of said proceeds ratably to the payment of the bonds secured hereby, and all interest