

BANK BODENWORTH STATIONERY CO KANSAS CITY MO 64114

the registered owner on said bonds and such transfer noted on the bond, but, registered bonds may be discharged from registry if the last transfer be to bearer, whereupon, such bonds shall again be transferable by delivery but shall remain subject to successive registration and transfer, provided registration shall not impair or restrain the negotiability of coupons which always shall be transferable by delivery merely. The person under whose name any bond is so registered shall be recognized by said trustee, prima facie, as the owner of such bond.

V.

Until default in the payment of interest, or of the principal, or default in the performance of any other conditions of this indenture by the party of the first part, said company shall be entitled to have, hold and enjoy the actual and undisturbed possession of all and singular the property herein conveyed or transferred or intended so to be, and free to use, without let or hindrance the franchises, rights, privileges and immunities connected therewith or relating thereto; to receive, collect and use all and singular the incomes, revenues, issues and profits thereof and therefrom in any manner and to any extent that does not impair the lien of this indenture according to the terms thereof, as fully and completely, to all intents and purposes, as though this indenture had not been made, and such rights of possession of user shall remain inviolate and unimpaired in and to the said company until default be made by it, its successors or assigns, in the observance of the covenants, agreements and conditions herein contained according to the express terms of this indenture, without prejudice, however, to the right of the trustee herein to declare said bonds due either by voluntary election or by direction as herein provided, and without prejudice to the right of said trustee upon such default or defaults to take possession of the premises and property hereby conveyed, or to foreclose this mortgage, or otherwise, under the express provisions thereof.

And this company hereby covenants, promises and agrees to and with the said trustee and its successors in trust that said company, its successors and assigns, remaining in possession of said property, property rights and incomes, shall and will keep said property in good order and working condition and shall and will from time to time pay and discharge, all taxes and assessments, general and special, and all governmental charges, including national, state, county and municipal taxes and assessments of all kinds, which may be lawfully imposed upon the said company or upon its business, or property, or any part thereof, and, the said company, its successors and assigns, are not to suffer or do any act or thing whatsoever whereby the lien of this indenture may or can be impaired until the said bonds and the interest thereon shall be fully paid and satisfied according to their terms and the conditions of this indenture.

VI.

The said company shall keep its property of an insurable nature properly insured for a reasonably amount at all times, against loss or damage by fire and all policies of insurance covering said property shall provide for the payment of any loss occurring thereunder to said trustee as its interest hereunder may appear, and, in the event of loss or damage by fire to the property of said company, the insurance money payable on account thereof shall be paid to said trustee, but upon said company showing to the satisfaction of said trustee that said property lost or damaged by fire has been replaced or repaired, the insurance money thereon so paid to said trustee shall be by it turned over to said company, and said trustee shall have authority, in its discretion, in case it shall deem it necessary to advance to said company out of any insurance money paid under this provision for the purpose of replacing or repairing the premises destroyed or damaged by fire.

VII.

Should said company fail to perform the aforesaid conditions relative to the insurance on said property or fail to pay any taxes or charges as aforesaid, then said trustee may procure such insurance and pay such taxes or charges, but shall not be bound to do so, and said company shall repay to the trustee any amount so expended by it for such purposes, with interest thereon at the rate of six and one-half per cent (6½) per annum, and, any such sum or sums so paid by said trustee and not repaid to it by said company shall be and are secured by the lien of this indenture.

VIII.

The books and accounts of said company shall be open to the inspection of said trustee at all reasonable times during the continuance of the lien of this indenture.

IX.

In case default shall be made in the payment of any semi-annual installment of interest accruing upon said bonds or upon any of them, when such interest shall become due and payable, and such installments of interest, or any part thereof, shall remain unpaid and in arrears for a period of sixty days, or in case default shall be made by said company in the performance of any of the agreements herein, or in the payment of any taxes or governmental charges, and, if either of said last mentioned defaults shall continue for a period of sixty days; or, in case said company shall suffer any mechanic' or statutory liens to be established or judgments on or against its property, rights or franchises of any part thereof, or in case default shall be made in payment of principal of said bonds or any of them according to their terms; then, and in every such case of default, it shall be lawful for said trustee or its successors or assigns upon the written request of a majority of interest of the holders of all of said bonds then outstanding and unpaid to enter into and upon and take possession of all and singular the property, property rights, franchises and privileges, or any part thereof, covered by this indenture and intended so to be, and to have, hold and use the same, and to conduct and operate the same together with the business in connection therewith and to make from time to time such repairs, replacements, alterations, additions and improvements in connection therewith, as may seem to said trustee expedient and for the best interests of said property and property rights; and said trustee shall be entitled in such case, to collect and receive any and all incomes, revenues, rents, issues and profits arising from or due to said property, property rights or any part thereof, and after deducting and defraying all expenses of working and operating said property, property rights and business and its expenditures for repairs, replacements, alterations, additions and improvements, and the payment which may be made on account of insurance, taxes and other charges, which may be prior or construed to be prior to the lien of this indenture or any part thereof, including also any and all expenses and disbursements whatsoever incurred by said trustee in making such entry, or in obtaining possession of said premises, including reasonable attorney and counsellor fees, as well as any expenses of holding, operating and managing said property, property rights and business, and conducting the same, including also just compensation for the services of said trustee, its servants, agents, attorneys and employees, employed in connection with the possession, use and management of said property and business, the said trustee shall apply the residue and balance, if any, arising from the operation of said property, property rights, business, receipts, revenues and incomes, as follows:

First, to the payment of all overdue interest coupons on said bonds together with interest thereon; secondly, to the payment of all interest accruing during the possession of such trustee. Such payments of interest to be made to the holders of said bonds and coupons, ratably and without

discrimination or preference between them; thirdly, to the payment of the principal of such of the bonds issued hereunder as at the time may be outstanding and unpaid; such payment upon the principal of said bonds to be made ratably and without discrimination or preference to the holders of the same;