

SAME DODD WORTH STATIONERY CO KANSAS CITY MO 64112

subject, however, to these presents and to the right of the Trustees again to enter in, into and upon, and take possession thereof in case of any other or future default, and with like effect as in this Article provided.

SECTION 3. In case the Company shall make default as provided in Section 2 of this Article, and such default shall continue as therein provided, the Trustees may, and upon the written request of the holders of one-fourth in principal amount of said bonds, being first indemnified by them to their satisfaction against loss or liability in the premises, shall, by notice in writing mailed to the Company at Kansas City, Kansas, declare the principal of all outstanding bonds hereunder due and payable and the same shall forthwith become due and payable.

This provision is, however, subject to the condition that if at any time after the principal of said bonds shall have been so declared due and payable, and before the recovery by the Trustees of a final judgment or decree under this indenture, or on said bonds, and before any sale of the trust estate or any part thereof, all arrears of interest upon the bonds, with interest on the overdue installments of interest at the rate borne by such bonds, together with the reasonable expenses and charges of the Trustees its agents and attorneys, shall be paid by the Company, and all other defaults under the bonds or under this indenture shall be made good to the satisfaction of the Trustees, then, and in such case, the holders of a majority in amount of the bonds then outstanding, or if such default be a default in the payment of any principal or interest, or in the observance or performance of any covenant, agreement or condition with respect to the bonds outstanding hereunder, then of a majority in amount of the holders of the bonds outstanding at the time, by written notice to the Company and to the Trustees, may waive such default and its consequences, but no such waiver shall extend to or affect any subsequent default, or impair any right consequent thereon. In case the Trustees shall have proceeded to enforce any right under this indenture by foreclosure or otherwise, and such proceedings shall have been discontinued and abandoned because of such waiver, or for any other reason, or shall have been determined adversely to the Trustees, then, and in every such case, the Company and the Trustee shall be restored to their former positions and rights hereunder in respect to the trust estate.

SECTION 4. In case the Company or its successors shall make default as in Section 2 of this Article provided, and such default shall continue as therein provided, the Trustees may of their own motion, or upon the written request of the holders of one fourth in principal amount of the bonds outstanding at the time, being first indemnified by them to their satisfaction against loss or liability in the premises, shall at their discretion either--

(a) Sell at public auction to the highest bidder all or any part of the trust estate and all right, title, interest, claim and demand therein and right of redemption thereof, which sale, subject to the provisions of Section 6 hereof, shall be made in one lot as an entirety, or in separate parcels, at such place or places and at such time or times and upon such terms as the Trustees may fix and determine, having first given notice thereof as hereinafter provided; or

(b) Proceed to protect and enforce their rights and the rights of the bondholders under this indenture by a suit or suits in equity or at law, either for the specific performance of any covenant or agreement contained herein, or in aid of the execution of any power herein granted or for the foreclosure of this mortgage, or for the enforcement of any other appropriate legal or equitable remedy as the Trustees shall deem most effectual in support of any of their rights or duties hereunder.

SECTION 5. Upon filing a bill in equity or upon the commencement of other judicial proceedings, by the Trustees, as provided in the foregoing section of this Article, to enforce any right under this indenture, the Trustees shall be entitled to exercise any and all rights and powers herein conferred, and as a matter of right, the Trustees shall be entitled to the appointment of a receiver of the premises hereby mortgaged and of the tolls, earnings, revenues, rents, issues, profits and other income thereof, with such powers as the court making such appointment shall confer, and shall be entitled to the application by any such receiver of the net income for the benefit of the holders of the bonds issued hereunder, in accordance with the trusts herein created.

SECTION 6. In the event of any sale under or by virtue of the power of sale herein contained, or by virtue of judicial proceedings, or of any judgment or decree of foreclosure and sale, the whole of the property and premises hereby conveyed, mortgaged, assigned and pledged, shall be sold in one parcel and as an entirety, unless the Trustees shall elect to sell in separate parcels; but if the holders of a majority in amount of the bonds hereby secured and then outstanding, shall in writing request the Trustees to cause said premises to be sold either in one parcel as an entirety or in several parcels, the sale shall be made in one parcel as an entirety or in several parcels as may be specified in such request, and in the order and at such time or times and place or places as may be designated therein, so far as the law may allow.

Notice of any such sale shall state the time and place of the same, and shall contain a brief general description of the property to be sold, and shall be published once in each week, on any day of the week, for at least four (4) successive weeks prior to such sale in a newspaper of general circulation published in Kansas City, Kansas, or in such places as the Trustees may deem advisable, or as may be required by law. The Trustees may adjourn or cause to be adjourned any such sale, from time to time, by announcement at the time and place appointed for such sale or for such adjourned sale or sales, and without further notice or publication, such sale may be made at the time and place to which the same shall be so adjourned.

Section 7. In case of such sale of the mortgaged property, whether under the power of sale hereby granted or pursuant to judicial proceedings, the whole of the principal sum of the bonds secured hereby, if not previously due, shall at once become due and payable, anything in said bonds or in this indenture to the contrary notwithstanding.

SECTION 8. The Company for itself, its successors and assigns, hereby irrevocably waives the benefit and advantage of any and all valuation, stay, appraisement, redemption and extension laws, and of all laws requiring mortgages, liens, hypothecations or other securities for money to be foreclosed by the action therefor now existing or which may hereafter exist in the State of Kansas, or in any jurisdiction in which such foreclosure proceedings may be brought and which, but for this provision, might prevent 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 any such valuation, stay, appraisement, redemption or extension laws.

SECTION 9. Upon the completion of any sale or sales the Trustees shall execute and deliver to the accepted purchaser or purchasers, a deed or deeds of transfer and release of the properties sold, or shall execute and deliver in conjunction with the deed or deeds of the court officer conducting such sale, a proper release of such properties sold. The Trustees and their successors are hereby irrevocably appointed the true and lawful attorney or attorneys of the Company, in its name and stead, to make all necessary deeds of conveyance, sale and transfer of the properties herein conveyed and mortgaged, and for that purpose may execute all necessary instruments of conveyance, assignment and transfer, and may substitute one or more persons with like power, the Company hereby ratifying and confirming all that its said attorney or attorneys, or such substitute or substitutes, shall lawfully do by virtue hereof. Any such sale or sales made under or by virtue of this indenture, either under the power of sale hereby granted and conferred, or under or by virtue of judicial proceedings, shall divest all right, title, interest, estate, claim and demand whatsoever, either at law or in equity, of the Company of in and to the properties so sold, and shall be a perpetual bar, both at law and in equity, against said Company, its successors and assigns, and against any and all persons claiming or to claim the properties sold, or any part thereof, from, through or under the Company, its successors or assigns. The Company shall, if so