

SAML BOGGS NORTH STATIONERY CO KANSAS CITY MO 64104

acts of said first parties or the order of some court, to enter upon, take, and maintain possession of all and singular the estate, property, premises and rights hereby conveyed, and be entitled as the attorneys-in-fact or agents of the parties of the first part hereto, or in its own name as Trustee, or managers, superintendents, or receivers, to have, hold, use, manage, operate and enjoy the same and each part thereof, and the income, issue and profits therefrom to its full extent as the parties of the first part might lawfully do, making from time to time all needful and proper repairs and receive all the income, rents and profits from said property, and after deducting and defraying the expenses of such operation and repairs, and the costs and charges of taking such possession, and all payments which may be made for taxes, charges or liens prior to the lien of this mortgage, or any part thereof, and reasonable and proper compensation for taking such possession and management while in its 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, it, the said Trustee, shall apply the net remaining income and revenue from said property, without preference, priority or discrimination of one bond over another to the payment of the principal accrued and accruing interest due on said bonds outstanding and intended to be secured hereby. If, after the Trustee shall have taken possession under this Article, all default on the part of the parties of the first part shall be removed and discharged by them before any sale under any decree of foreclosure hereunder, then said parties of the first part shall be entitled to be restored to the possession of said property.

## ARTICLE V.

In the event the said parties of the first part shall fail, neglect or refuse to pay any taxes, assessments or levies 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 six (6) months after the same shall become due and payable, or shall for six (6) 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 parties of the first part hereto of any of their agreements herein, or in said bonds or interest coupons contained, and such last mentioned default shall continue for six (6) months, then and in that event, the whole of the principal of all the outstanding bonds hereby secured shall, at the election of the holder or holders of one-fourth (1/4) in amount of said bonds then outstanding, or at 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 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 (1/4) in amount of the said bonds then outstanding hereunder, foreclose the lien of the Trust Deed in the manner provided 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's fee and also all advances and expenses reasonably made by the balance of said proceeds ratably to the payment of the bonds secured hereby, and all interest thereon, computed to the time of making the payment; if any of said proceeds shall then remain, such remainder shall be turned over to the parties of the first part hereto, their successors or assigns. In case of the filing of any suit to foreclose this Trust Deed, the plaintiff shall be entitled to appoint a receiver, forthwith, as a matter of right, and at any sale of any of the property covered hereby, the Trustee may, at the written request of a majority in interest of the holders of the then outstanding bonds, bid in and purchase the said property in behalf of the holders of all of the then outstanding bonds thereby secured. In such event, bonds secured hereby may be used on account of payment of the purchase price at the net sum distributable thereupon from the proceeds of such sale. But it is expressly agreed, that if, in case of default and election of maturity of the principal of said bonds therefor under the foregoing provisions, the parties of the first part hereto, after such election of maturity and before the entry of a decree for the sale of said property, shall pay all interest due on said bonds at such date, and perform all other things with respect to which they may be in default under the terms of said bonds, or this Trust Deed, and shall pay all expenses and charges which shall up to such time have been incurred by the Trustee or bondholders in seeking to enforce the lien hereof, then it shall be lawful for the holder or holders of a majority in amount of the bonds then outstanding hereunder, to waive in writing the default or defaults, by reason of which the maturity of the principal of said bonds shall have been declared, but no such waiver shall extend to or be taken to effect in any manner or form, or to any extent any subsequent default, or to impair the rights resulting therefrom.

## ARTICLE VI.

The parties of the first part hereto agree that they will at all times during the existence of any of the indebtedness secured hereby, keep insured against loss by fire and tornado, at their own expense, the buildings on the above described real estate, in an amount of not less than Fifty Thousand Dollars (\$50,000.00) each; said insurance policies to have attached thereto proper mortgage clause protecting the holder or holders of said bonds secured by this trust as their interests may appear; and in case of loss covered by any policy of insurance, any appraisal or adjustment of loss and payment of indemnity therefor, which may be agreed upon between the parties of the first part and any insurance company, may be consented to and accepted by the Trustee, and it shall in no way be liable or responsible for the collection or of the failure to collect any insurance money in case of loss.

## ARTICLE VII.

This trust and security hereby intended shall only extend to such bonds, issued as aforesaid, as shall be certified by said The Central Trust Company as Trustee, and when all said bonds and interest due thereon shall be paid and discharged, the trust hereby created shall cease, and the estate hereby granted to the party of the second part shall determine, and the full right and title to all the property and premises hereby conveyed, shall revert to and revert in said parties of the first part, their successors or assigns, without any further or other acknowledgment or satisfaction, and the Trustee, upon payment of all its reasonable fees, expenses and charges, shall, upon cancellation of said bonds and their coupons, release this Trust Deed.

If at any time hereafter when all the bonds outstanding hereunder are due and payable, by reason of lapse of time, the parties of the first part shall deposit with said The Central Trust Company, the Trustee hereunder, for account of the holders of said outstanding bonds, a sum of money sufficient to pay the principal of all such outstanding bonds, together with the unpaid interest up to the date of such deposit, then the parties of the first part hereto shall be entitled to a release hereof

## ARTICLE VIII.

The Trustee hereunder shall be under no obligation to recognize any person or persons, firm or corporation, as the holder or holders, owner or owners, of one or more of the bonds secured hereby, or to do or refrain from doing any act pursuant to the request of any person or persons, firm or corporation professing or claiming to be such supposed holder or owner, until such supposed holder or owner shall procure such supposed bond or bonds and deposit the same with said The Central Trust Company, Trustee hereunder, and shall indemnify and save harmless the Trustee to its full satisfaction from any and all costs and expenses, outlays and counsel fees and other reasonable disbursements and damages, for which the Trustee may in its judgment become liable or responsible on account of proceedings to carry