

## MORTGAGE RECORD 75

alterations or to obtain a release of any part of the Mortgaged Property, or to obtain the payment of any moneys then held by the Trustee may be done by such receiver with the consent of the Trustee, which may give or withhold such consent from time to time in its uncontrolled discretion. In case the Trustee shall be in possession of the Mortgaged Property under any of the provisions of this Indenture, such acts may be done by the Trustee in its uncontrolled discretion. No purchaser in good faith of property purporting to be released under any of the provisions of this Article shall be bound to ascertain the authority of the Trustee to execute the release or to inquire as to any facts required by the provisions hereof for the exercise of such authority or to see to the application of any purchase money.

Before taking any action pursuant to any of the provisions of this Article, the Trustee in its discretion (a) may require such evidence, assurance, indemnity or guaranty as it shall deem satisfactory that any partly completed or other work will be completed to the satisfaction of the Trustee within a time deemed reasonable by the Trustee; and/or (b) may cause to be made such independent investigation, or secure such further evidence, as it may see fit. The expense thereof shall be borne by the Company and, if paid by the Trustee, shall be repaid by the Company upon demand. The Trustee shall in no case be bound to make such investigation or secure such evidence unless specifically requested in writing in any particular case by holders of not less than fifteen per cent (15%) in principal amount of all Bonds at the time outstanding hereunder and furnished with security and indemnity satisfactory to the Trustee.

## ARTICLE XII.

## Supplemental Indentures and Modifications of This Indenture.

Section 1. The Company and the Trustee, from time to time and at any time, may enter into an Indenture or indentures supplemental hereto each of which shall thereafter form a part hereof, for any one or more of the following purposes:

(1) to correct or amplify the description of any property hereby sold, assigned, transferred or conveyed, or intended so to be, or to pledge, sell, assign, transfer or convey to the Trustee any other property or properties to be held subject to the lien of this Indenture with the same force and effect as if included in the granting clauses hereof; provided however, that the amount, maturity and interest borne by all indebtedness secured by mortgage, pledge or lien superior to the lien of this Indenture to which any property so acquired shall be subject, and particulars concerning such superior mortgage, pledge or lien, shall be specified and described in the supplemental Indenture covering the property so mortgaged, pledged or encumbered;

(2) to add to the covenants and agreements of the Company such further covenants and agreements as the Board of Directors of the Company, with the approval of the Trustee, shall consider to be for the protection of the holders of the Bonds outstanding hereunder and for the protection of the Mortgaged Property;

(3) to evidence the succession of another corporation to the Company or successive successions, and the assumption by such successor corporation of the covenants and obligations of the Company under the Bonds and under this Indenture upon the terms and conditions of Article IX hereof and/or to evidence the appointment, and the rights, powers, privileges, immunities and authority of any co-trustee or separate trustee pursuant to the provisions of section 7 of Article VII hereof;

(4) to make such provisions, for the purpose of curing any ambiguity or of curing, correcting or supplementing any defective or inconsistent provisions contained in this Indenture or in regard to matters or questions arising under this Indenture, as may be necessary or desirable and not inconsistent with the security and protection intended to be conferred upon the Trustee and the Bondholders;

(5) to provide for the issue of Bonds of any series other than Series A and the forms and provisions of such other series pursuant to the provisions of section 1 of article II of this Indenture and not inconsistent with the provisions of this Indenture; and

(6) to limit the authorized amount, and the issue and purposes of issue, of Bonds thereafter, ~~as observed, to be limited hereunder by no more than additional bonds to be issued~~ provided, however, that nothing in this section shall effect or limit the obligation of the Company to execute and deliver to the Trustee any instrument of further assurance or other instrument which elsewhere in this Indenture is required to be made to or with the Trustee.

The Company covenants that it will file and/or record each such Indenture in all places where this Indenture is filed and/or recorded, and in all other appropriate places wherever required for the protection of the Bondholders and of the Trustee under all applicable legal requirements.

Section 2. Any provision or provisions contained in this Indenture (as herein defined) may be modified, altered, amended, suspended or rescinded, or any provision may be inserted, in such manner and to such extent as shall be set forth in an Indenture or indentures supplemental hereto, each of which shall thereafter form a part hereof, between the Company and the Trustee, if such modification, alteration, amendment, suspension, rescission or insertion shall be approved by the written consent, filed with the Trustee, of the Company and of holders of not less than seventy five per cent (75%) in principal amount of the Bonds of each series at the time outstanding; provided however:

(1) that, before any such Indenture or indentures supplemental hereto shall be executed by the Trustee or be of any force or effect, there shall be filed with the Trustee an Officers' Certificate to the effect that a notice, stating in general terms the substance of any modification, alteration, amendment, suspension, rescission or insertion embodied in any such Indenture or indentures supplemental hereto presented to the Trustee for execution (a) has been published at least once a week for four (4) successive weeks within two (2) months preceding such presentation, in a daily newspaper printed in the English language, of general circulation in Abilene, Kansas, and in a similar newspaper of general circulation in Topeka, Kansas and (b) has been mailed to each registered owner of Bonds then outstanding hereunder at his address if given upon the registry books kept as hereinbefore provided;

(2) that no such modification, alteration, amendment, suspension, rescission or insertion shall in any manner be so construed as to change or modify any of the rights or obligations of the Trustee without the Trustee's written assent thereto;

(3) that no such modification, alteration, amendment, suspension, rescission or insertion shall affect or impair the obligation of the Company in respect of the principal or interest of any Bond which obligation is absolute, unconditional and unalterable, or permit any change in the principal amount, or extension of the maturity of any Bond, or the reduction of the rate, or extension of the time of payment, of the interest thereof, or permit any modification in the terms of payment of such principal or interest, without the consent of the holder thereof.

For all purposes the Trustee shall be entitled to rely on an Opinion of Counsel that the provisions of any such Indenture or indentures executed by the Company and presented for execution by the Trustee comply with and in no way violate the provisions hereof; and any such Indenture or indentures executed by the Company, and by the Trustee pursuant to such Opinion of Counsel, shall have full force and effect notwithstanding any conflict thereof with any provisions hereof other than sub-clauses (1), (2) and (3) immediately preceding; and the Trustee shall be as fully protected in relying on and acting pursuant to any such Indenture or indentures supplemental hereto as if the provisions thereof were herein set forth at length as a part hereof, expressed to control, in case of conflict, all other provisions hereof. The Company ~~shall~~ covenants that it will duly file and/or record each and such Indenture in all places where this Indenture is filed and/or recorded.

ARTICLE XIII  
DEFEASANCE

This Indenture shall become void:

(1) If the Company shall at any time deliver or cause to be delivered to the Trustee,