

## MORTGAGE RECORD 75

8. Except as herein expressly provided to the contrary, no remedy hereunder is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and in addition to every other remedy now or hereafter existing at law or in equity.

## VII.

The Trustee accepts the trusts and assumes the duties hereby created and imposed upon the following terms and conditions, to-wit:

The Trustee shall not be answerable for the default or misconduct of any agent, employee or attorney appointed by it in pursuance hereof, if such agent or attorney shall have been selected with reasonable care, nor for anything whatever in connection with this trust except willful misconduct or gross negligence.

The Trustee shall not be under any obligation to take any action toward the execution or enforcement of the trusts herein referred to, or for the protection of the trust estate which, in its opinion, will be likely to involve it in expense or liability, unless one or more of the holders of the bonds hereby secured shall, as often as required by the Trustee, furnish it indemnity to its satisfaction against such expense or liability.

It shall be no part of the duty of the Trustee to record or file this mortgage as a mortgage or conveyance, or to renew the same, or to procure any instrument of further assurance, or to do any other act which may be suitable and proper to be done for the continuance, extension or supplementing of the lien hereinbefore described, or for giving notice thereof, nor shall it be any part of its duty to effect or renew any insurance against fire or other damage, or to pay or require payment of any taxes or assessments, or to keep itself informed and advised as to such insurance, taxes and assessments, but the Trustee may in its discretion do any and all of the things above set forth or require the same to be done.

The Trustee shall be under no obligation to recognize anyone as the holder of any bond secured hereby, or to do or refrain from doing any act upon the request of anyone claiming to be such holder, until he shall have produced said bond and submitted same to the Trustee for inspection, if required, and established his title thereto, if disputed, nor until said holder shall have furnished the Trustee with indemnity as hereinbefore provided.

The Trustee shall be entitled to be reimbursed for all proper outlays and expenses of every sort or nature, including counsel fees, made or incurred by it in the discharge of this trust, and to receive a reasonable and proper compensation for any services it may at any time perform in the discharge of this trust, and all such outlays, expenses and compensation shall constitute a lien on the property herein conveyed, prior to the lien of the bonds herein described.

In case at any time it shall be necessary and proper for the Trustee to make any investigation regarding any facts preparatory to taking or not taking any action or doing or not doing anything as such Trustee, the affidavit of the obligor shall be conclusive evidence of such fact to protect the Trustee in any action that it may take or refrain from taking by reason of the supposed existence of such fact.

The Trustee shall not be understood as making any representations as to the character, extent or value of the property, real, personal or mixed, sought to be affected by this mortgage, or by the deeds or assignments previously made to it, nor as to the title thereto, neither the Trustee nor any of its agents or officers, having or purporting to have any knowledge in respect to any of such matters, the description of such property, and any and all statements with respect to said matters aforesaid having been furnished by the obligor. All recitals, statements of fact and representations herein contained are made in behalf of the obligor, and the Trustee assumes no responsibility as to the correctness of any of the recitals, statements of fact or representation herein contained.

## VIII.

So long as no event of default shall exist, the obligor shall have the right to sell or otherwise dispose of, without notice to the Trustee, and free from the lien hereby created, any property manufactured or handled by the obligor in the usual course of its business, and also any equipment, furniture, machinery, apparatus, automobiles, tools, and other property which shall have become old, worn-out, or unfit for use, and which shall not be required in the operation of the obligor's plants. The obligor shall also have the right to sell or otherwise dispose of, with like effect, any other property covered by this mortgage, except that described in Paragraphs 1, 2, 3 (a) 5, 6, and 12 (a) of the description herein, provided, however, that other like property of equal or greater value shall be substituted therefor and conveyed to the trustee, or provided the proceeds of such sales shall be paid to the Trustee to be applied by it for the replacement of the property sold, or to extensions and betterments of the obligor's plants or system. The Trustee shall make such partial releases, from time to time, as may be necessary to carry out the terms of this Article, upon receiving from the obligor the certificate of the President and Treasurer of the obligor declaring the value of the property to be sold or disposed of, the amount of the sale price, or the value of the property to be acquired in substitution therefor, or of the extensions or betterments to be made with the proceeds, and upon receiving in substitution for such property to be sold or disposed of the property acquired therefor or the proceeds thereof. The Trustee may rely upon such certificates in taking action hereunder.

IN WITNESS WHEREOF, The Bowersock Mills & Power Company, a corporation, has caused these presents to be signed in its corporate name by its President and its corporate seal to be hereto affixed, attested by its Secretary and Fidelity National Bank and Trust Company of Kansas City, as Trustee, has caused these presents to be signed in its corporate name by its Vice-President, and its corporate seal to be hereto affixed, attested by its Secretary, all on the day and year first above written.

THE BOWERSOCK MILLS & POWER COMPANY (LS)  
BY R.C.JACKMAN, PRESIDENT

ATTEST: Franklin C. Jackman, Secretary

FIDELITY NATIONAL BANK AND TRUST  
COMPANY OF KANSAS CITY, TRUSTEE (LS)  
BY A.R.STROTHER, VICE PRESIDENT.

ATTEST: A.D.Rider, Secretary.

STATE OF KANSAS |  
COUNTY OF DOUGLAS | SS

BE IT REMEMBERED, That on this 29 day of December, A.D. 1928, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came R.C. Jackman, to me personally known, who being by me duly sworn, did say that he is the President of the Bowersock Mills & Power Company, a Corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas, and Franklin C. Jackman to me personally known who being by me duly sworn did say that he is the Secretary