

MORTGAGE RECORD 75

mises or agreements on the part of the Company herein contained or referred to, to be by it kept or performed, and any such default or defaults shall continue for a period of ninety days after written notice to the Company thereof from the Corporate Trustee (who may give such notice in its discretion, and shall give such notice upon request of the holders of five per cent in amount of the Bonds then outstanding); or

(f) by decree of a court of competent jurisdiction, the Company shall be adjudicated a bankrupt or, by order of such a court, a receiver or receivers shall be appointed of all or any substantial part of the property of the Company upon the application of any creditor in an insolvency or bankruptcy proceeding or other creditors' suit, and any such decree or order shall have continued unstayed on appeal or otherwise and in effect for a period of sixty days; or

(g) the Company shall file a petition in voluntary bankruptcy or shall make an assignment for the benefit of creditors or shall consent to the appointment of a receiver or receivers of all or any substantial part of its property; then and in any such case the Trustees, or their successor or successors in the trust, may, in their discretion, and if requested in writing by the holders of a majority in principal amount of the said Bonds then outstanding, shall, by notice in writing addressed to the Company and delivered or mailed so addressed to the Company at Pioneer Trust Building, Kansas City, Missouri, at any time during the continuance of such default, declare the principal of all the Bonds hereby secured then outstanding, and the interest accrued thereon, if not already due, to be and thereupon the same shall become and be immediately due and payable, anything in this Indenture or in the Bonds contained to the contrary notwithstanding. This provision, however, is subject to the condition that if, at any time after the principal of the Bonds shall have been so declared due and payable, all arrears of interest upon all such Bonds, with interest at the rate then borne by such Bonds respectively on all overdue installments of interest, and the principal of and interest on all Bonds which have matured by their terms or have been called for redemption, shall be paid by the Company to those entitled thereto (or to the Trustees for their account), and all other defaults hereunder known to the Trustees shall have been made good or secured to the satisfaction of the Trustees, or shall have been waived as in Sec. 10.27 provided, then and in every such case the holders of a majority in amount of the Bonds then outstanding, by written notice to the Company and to the Trustees may annul such declaration and waive such default and its consequences, but no such waiver shall extend to or affect any subsequent default or impair any right consequent thereon.

Sec. 10.03. In case an event of default as defined in Sec. 10.02 shall happen and be continuing (whether or not the principal of the Bonds shall have been declared due) the Corporate Trustee may, in its discretion, and upon being requested in writing by the holders of twenty-five per cent in amount of the Bonds then outstanding shall, collect or enforce the collection of all interest payable in respect of any bonds or other securities pledged hereunder and all dividends out of earnings paid on all shares of stock likewise so pledged, whether or not the same shall have been transferred into the name of the Corporate Trustee or its nominee or nominees. In the event the Corporate Trustee shall proceed as herein authorized, it may revoke any assignments or orders theretofore delivered to the Company to enable it to receive or collect any installment of interest on any pledged securities or any dividends declared on pledged stocks becoming payable at or after the happening of such event of default and the Company shall, on demand of the Corporate Trustee, pay to the Corporate Trustee any interest or dividends collected or received by it in respect of pledged securities and stocks during such period. If at any time after the Corporate Trustee shall have received or collected, or instituted proceedings for the collection of any such interest or dividends, all arrears of interest upon all of the Bonds (with interest at the rates which are respectively borne by the Bonds on any overdue installment of interest), and the expenses of the Trustees, and all other sums which shall have become due and payable by the Company hereunder shall be paid to the Corporate Trustee, before any sales of the pledged securities shall have been made, and every other default known to the Corporate Trustee in the observance and performance of any covenant or condition in the Bonds or in this Indenture contained shall be made good or secured to the satisfaction of the Corporate Trustee, or provision deemed by the Corporate Trustee to be adequate shall be made therefor, or shall have been waived as in Sec. 10.27 provided then the right of the Company to receive and collect such interest and dividends shall revive and continue as if no such default had been made, and the Corporate Trustee shall pay over to the Company or upon its order any balance of the amounts collected under this Section remaining in the hands of the Corporate Trustee.

Sec. 10.04. After deducting the costs, expenses, fees and other charges of collection and the reasonable compensation of the Trustees, their agents and attorneys and all expenses and liabilities incurred and advances or disbursements made by the Trustees, the remainder of all moneys so collected and received pursuant to Sec. 10.03 shall be applied by the Corporate Trustee as follows:

(a) In case, at the time of such application, the principal of all of the Bonds shall not have become due and be unpaid, said remainder of the moneys so received shall be applied, in the order named,

(1) to the payment, from time to time, and at such times as the Corporate Trustee shall deem advisable of the interest in default on the Bonds in order of the maturity of the installments, with interest thereon at the same rates respectively borne by the Bonds the interest upon which shall be in default;

(2) to the payment, from time to time, and at such times as the Corporate Trustee shall deem advisable, of the interest on the Bonds as it accrues, including interest at the rate therein specified on any Bonds which shall have theretofore become due and payable, and shall be unpaid;

(3) to the payment, from time to time, and at such times and in such amounts as the Corporate Trustee shall deem advisable, of moneys due or to become due to any sinking fund or sinking funds, if any, for the retirement of Bonds; provided that if the Bonds of any series entitled to the benefits of a sinking fund shall have matured and be unpaid, then an amount equal to the amount due for sinking fund purposes in respect of the Bonds of said series on the last sinking fund payment date prior to such maturity shall be applied to the payment of the principal of the Bonds of said series;

(4) to the payment of the principal of any Bonds which shall have become due and shall be unpaid; and

(5) to the payment of the balance, if any, thereafter remaining, to the Company, its successors or assigns, or to whomsoever shall be lawfully entitled to receive the same.

(b) In case, at the time of such application, the principal of all the Bonds shall have become due, by declaration or otherwise, and shall be unpaid, said remainder of the moneys so received shall be applied to the payment of the whole amount then owing and unpaid on the Bonds for principal and interest, with interest on overdue installments of interest at the same rates which are respectively borne by the Bonds the interest upon which shall be in default; but in case such amounts shall be insufficient to pay in full the whole amounts so due and unpaid upon the Bonds, then such amounts shall be applied to the payment of the principal and interest on the Bonds, without preference or priority of principal over interest, or of interest over principal, or of any installment of interest over any other installment of interest, ratably to the aggregate of such principal and the accrued and unpaid interest. Any residue of such moneys remaining after payment as aforesaid of the whole amount owing or unpaid upon the Bonds shall be paid to the Company, its successors and assigns, or to whomsoever shall be lawfully entitled to receive the same.

The provisions of this Section are subject to the provisions of Sec. 10.01.