

MORTGAGE RECORD No. 79

(c) Default shall be made in the observance or performance of any of the covenants, conditions or obligations in the bonds or in this Mortgage expressed, or if any representations, recital or covenant herein or in the said bonds as to existing facts shall be untrue, and the Company shall not remedy such default or make good such representation, recital or covenant within sixty (60) days after written notice so to do from the Trustee, which may serve such notice in its discretion and shall serve the same at the written request of the holders of twenty-five per cent (25%) in principal amount of the bonds outstanding hereunder; or

(d) The Company shall be adjudged bankrupt, or a receiver be appointed for all or a substantial part of the property of the Company subject to the lien hereof, and a motion for the discharge of such receiver be not made within fifteen (15) days and such receiver shall not be within forty-five (45) days after his appointment; or

(e) The Company shall consent to the appointment of a receiver of its property, file a petition for voluntary bankruptcy or make a general assignment for the benefit of its creditors; or

(f) Proceedings shall be commenced by or against the Company for its reorganization under any bankruptcy laws; or

(g) A default shall occur under the deed of trust securing the bond of Central West Utility Company of Missouri pledged hereunder or in the deed of trust securing the bond of Erdi Oil & Gas Company pledged hereunder;

then and in every such event the Trustee may, in its discretion, and upon the written request of the holders of twenty-five per cent (25%) or more in principal amount of the bonds then outstanding hereunder, and upon being indemnified to the satisfaction of the Trustee, shall declare the principal of all bonds then outstanding hereunder to be due and payable immediately, and upon any such declaration the principal of all such bonds then outstanding shall become and be due and payable, anything in the said bonds or in this Mortgage to the contrary notwithstanding.

Section 3. Upon the happening of any event of default specified in Section 2 of this Article, and its continuance for the period, if any, specified in said Section, then and in every such case, the Trustee, personally, or by agents or attorneys, may in its discretion enter upon and take possession of the mortgaged property, or any part or parts thereof, and may exclude the Company, its agents and servants, wholly therefrom, and having and holding the same, may use, operate, manage and control said premises and property and conduct the business thereof, either personally or by receivers, agents and attorneys, and from time to time either by purchase, repair or construction may maintain and restore and insure and keep insured the buildings, improvements, machinery, fixtures, tools, implements, equipment and appliances upon or provided for use in connection with said mortgaged property, and whereof said Trustee shall become vested as aforesaid, in the same manner and to the same extent as is usual with similar companies, and likewise from time to time may make all necessary repairs, renewals, replacements, alterations, additions, and improvements thereto and thereon as may seem judicious, and the Trustee shall have the right to manage the mortgaged property and to carry on the business of the Company and exercise in respect thereof all rights and powers of the Company either in the name of the Company or otherwise as the Trustee shall deem best and said Trustee shall be entitled to collect and to receive all earnings, income, rents, issues and profits of the same and every part thereof, and after paying expenses of operating said premises and property and of conducting the business thereof and of repairs, maintenance, renewals, replacements, alterations, additions and improvements, and all sums which may be paid for taxes, assessments, insurance, rents, royalties, payments under contracts for the purchase of gas or oil, liens or charges upon the said premises or property, or any part thereof, or arising out of the operation thereof, as well as a just and reasonable compensation for services of said Trustee, and for the services of agents, attorneys, receivers, counsel or employees by it engaged and employed, said Trustee shall apply moneys arising as aforesaid, as follows:

(1) In the event that the principal of the bonds hereby secured shall not have become due, to the payment of interest in default, with interest thereon at the rates borne by the bonds to which the coupons evidencing such interest appertain, such payments to be made ratably to the persons entitled thereto, without discrimination or preference and without reference to the date of maturity of the respective coupons thereof, except as specified in Section 2 of Article VII of this Mortgage;

(2) In the event that the principal of any bonds hereby secured shall have become due by declaration, or otherwise, to the payment of the accrued interest, with interest on the overdue installments thereof, at the rates prescribed in the bonds of the different series on the overdue principal and on the overdue installments of interest, without reference to the date of the maturity of the respective coupons therefor and to the payment of the principal of all said bonds so due, with interest thereon, not represented by coupons, at the rates prescribed in such bonds; in every instance, such payments to be made ratably to the persons entitled thereto, without any discrimination or preference, except as specified hereunder and in said Section 2 of Article VII of this Mortgage. Upon the payment in full of whatever may be due for such principal and interest or payable for other purposes, and after reserving, in the event the principal of said bonds shall not have been fully paid, an amount sufficient to pay the then next accruing installment of principal (if bonds outstanding have serial maturities) and interest hereunder, the said mortgaged property shall be returned to the Company, its successors or assigns, or to whomsoever may be lawfully entitled thereto.

Section 4. Upon the happening of any event of default specified in Section 2 of this Article and its continuance for the period, if any, specified in the said Section, then and in every such case the Trustee, in the discretion of the Trustee, may, and upon the written request of the holders of twenty-five per cent (25%) or more in principal amount of the bonds then outstanding hereunder, and upon being indemnified to the satisfaction of the Trustee, shall, if it be advised by counsel that it may lawfully do so, and it shall deem such remedy effectual to enforce its rights and the rights of the bondholders hereunder, personally or by attorney sell to the highest bidder all or any part of the pledged securities in one lot or in separate lots if in the judgment of the Trustee sale in one lot is impracticable by reason of some statute or for any other cause, or with or without entry, personally, or by a attorney, sell to the highest bidder all or any part of the mortgaged property held by it, or conveyed to it under this Mortgage or Mortgage supplemental hereto, or intended to be so conveyed, and all right, title, interest and demand therein, and the right of redemption thereof, in one lot, as an entirety, or in separate lots, pieces or parcels if in the judgment of the Trustee sale as an entirety is impracticable by reason of some statute or for any other cause, or if the holders of twenty-five per cent (25%) or more in principal amount of bonds then outstanding shall in writing request the Trustee to cause the said property to be sold in parcels. Each sale of the mortgaged property shall be made in such order as the Trustee may deem best, at any one sale or at any number of sales, held at one time or any number of times, which sale or sales shall be made at public auction at such place in the State of Kansas where the Company may maintain an office or where any of its property may be located, at such time, and upon such terms as may be fixed by the Trustee and briefly specified in the notice of such sale or sales, or as may be required by law. Any sale by the Trustee may nevertheless be made at such other place or places and in such manner as may be authorized by law. Notice of any sale by the Trustee pursuant to the provisions of this Section shall state the time and place at which such sale is to be made and shall contain a brief general description of the property to be sold, and shall be sufficiently given if published once in each week for four (4) successive weeks immediately preceding the date set for such sale, in a daily newspaper published, and of general circulation in the place or places where the sale or sales are to be held. Such notice shall also comply with any further requirements of law. The Trustee may adjourn and from time to time re-adjourn any sale to be made under the provisions of this Mortgage by announcement at the time and place appointed for such sale, or for such adjourned sale or sales, without any further published notice, unless otherwise required by law, and may make any such sale at the time and place to which the same may be adjourned or re-adjourned. Upon the completion of any sale or sales as aforesaid, the Trustee shall deliver and transfer, or cause to be delivered and transferred, to the accepted purchaser or purchasers the property so sold, and the