

MORTGAGE RECORD 83

Company shall be deemed to have been sufficiently given or served by the Trustees or either of them on the Company, for all purposes, by being deposited, postage prepaid, in a post office letter box addressed to the Company at its principal office in the State of Kansas.

ARTICLE EIGHTEEN. POSSESSION UNTIL DEFAULT AND DEFEASANCE.

SECTION 101. Until the happening of an event of default, the Company shall be suffered and permitted to possess, use and enjoy the mortgaged property, except money, securities and other personal property pledged or deposited with or required to be pledged or deposited with the corporate Trustee hereunder, and to receive and use the rents, issues, income, revenues, earnings and profits thereof, with full power in the ordinary course of business to use and consume materials and supplies, and except as herein expressly provided to the contrary, to exercise any and all rights under or in relation to choses in action, leases and contracts.

SECTION 102. If the Company shall pay and discharge the entire indebtedness hereby secured in any one or more of the following ways, to wit:

A. by well and truly paying or causing to be paid the principal of (including redemption premium, if any) and interest on all the Bonds outstanding hereunder, as and when the same become due and payable;

B. by depositing with the corporate Trustee, in trust, at or before maturity, the entire amount due and to become due on all the Bonds then outstanding hereunder, for both principal and interest and redemption premium, if any; or

C. by delivering to the corporate Trustee, cancelled or for cancellation, Bonds outstanding hereunder, together with all unpaid coupons thereto belonging; and if the Company shall also pay or cause to be paid all other sums payable hereunder by the Company, then and in that case this Indenture and the lien, rights and interests hereby granted shall cease, determine and become null and void; and thereupon the Trustees shall, upon demand of the Company, forthwith cause satisfaction and discharge of this Indenture to be entered upon the record at the cost and charge of the Company, and shall execute and deliver such instruments of satisfaction as may be necessary, and forthwith the estate, right, title and interest of the Trustees or either of them in and to any securities, cash (except money deposited under this Section 102) and other personal property held by them or either of them under this Indenture shall thereupon cease, determine and become null and void and the Trustees shall in such case transfer, deliver and pay the same to or upon the written order of the Company.

The Company may at any time surrender to the corporate Trustee, cancelled or for cancellation, any Bonds previously authenticated and delivered hereunder, together with all unpaid coupons thereto belonging, which the Company may have acquired in any manner whatsoever, and such Bonds and coupons, upon such surrender and cancellation, shall be deemed to be paid and retired. The corporate Trustee shall be under no duty whatsoever to inquire into the ownership of any Bonds or coupons delivered to it by the Company as aforesaid.

ARTICLE NINETEEN. CONTROL OF SECURITIES PLEDGED OR DEPOSITED.

SECTION 103. The corporate Trustee may, but it shall not be obliged to, cause all shares of stock and all bonds or other securities at any time pledged or deposited with it hereunder, to be transferred into its name as Trustee, or subject to the approval of the Company, into the name of the nominee or nominees of the corporate Trustee; and shall hold the same subject to all the terms and conditions of this Indenture.

All certificates of corporate stock pledged hereunder shall be assigned to the corporate Trustee by writing endorsed thereon in suitable form showing that the assignment is made to the corporate Trustee in trust for the purposes expressed in this Indenture.

SECTION 104. So long as the Company shall not be in default hereunder, to the knowledge of the corporate Trustee, the Company shall be entitled, from time to time, to collect for its own use, all dividends (except stock dividends) which may be declared out of earnings or earned surplus arising after January 1, 1936 in respect of any stock which shall at the time be pledged hereunder, and all sums which may become due and payable for interest upon any bonds or other securities or indebtedness which shall at the time be pledged hereunder; and the corporate Trustee, upon the written request of the Company, shall from time to time deliver to the Company suitable assignments and orders for the payment to it, or to its treasurer or other officer or agent designated in such request, any dividends which, from time to time, may be declared or become payable on such stock, and shall deliver to it, or its treasurer or other officer or agent so designated, the interest coupons pertaining to any coupon bonds, as the same become due and payable, and suitable assignments and orders for the payment of interest upon any other bonds, securities or indebtedness; and the corporate Trustee, upon written request of the Company, shall, from time to time, pay over to the Company, or its treasurer or other officer or agent designated in such request, any and all sums which may be received or collected by the corporate Trustee as dividends upon any stock, or as interest upon any bonds or other securities deposited with the corporate Trustee hereunder. The provisions of this Article Nineteen are, however, subject to the provisions of Section 26 of this Indenture.

The corporate Trustee shall be entitled to receive all stock dividends on any stocks of corporations pledged hereunder, and all moneys at any time payable in respect of any such shares of stock on dissolution or liquidation of any such corporation or derived from any source other than earnings or earned surplus arising after January 1, 1936.

The corporate Trustee shall be entitled to assume, without investigation on its part, that any dividend declared or paid on any shares of stock of any such corporation is paid out of earnings or earned surplus arising after January 1, 1936, until notified in writing to the contrary by the Company or by the holders of ten per cent. (10%) in principal amount of bonds then outstanding, but it may act if it deems expedient that it should not be liable for such assumption.

SECTION 105. So long as the Company is not in default hereunder, to the knowledge of the corporate Trustee, the Company shall have the right to vote, from time to time, all shares of stock pledged or deposited with the corporate Trustee hereunder for all purposes not contrary to the provisions of this Indenture or inconsistent herewith, with the same force and effect as though such shares of stock were not subject to the lien hereof, and, from time to time, upon the written request of the Company, the corporate Trustee shall execute and deliver, or cause to be executed and delivered, to the Company, or its nominee, suitable powers of attorney or proxies to vote upon such shares of stock as shall at the time be registered in the name of the corporate Trustee or its nominee or nominees.

The Company shall not vote for or consent to or permit, either by voting or refraining from voting any issue of additional capital stock or any corporation whose shares shall be held in pledge hereunder except upon appropriate provisions being made, satisfactory to the corporate Trustee, for the deposit in pledge hereunder of such portion of the additional shares of stock so issued that the percentage of stock so held in pledge hereunder with respect to the total outstanding stock of such corporation immediately prior to such issuance shall not by such issuance be decreased; and similarly the Company shall not permit any reduction of capital stock of any corporation whose shares shall be held in pledge hereunder whereby the percentage of stock so held in pledge hereunder with respect to the total outstanding stock of such corporation immediately prior to such reduction shall be decreased. The Company shall not vote for or consent to or permit, either by voting or refraining from voting, any merger or consolidation of any corporation whose shares of stock shall be held in pledge hereunder, or the transfer of all or substantially all of the property of any such corporation, or any lease of any properties or franchises of such corporation, except a merger into or consolidation with the Company or any corporation whose