

MORTGAGE RECORD 85

the written request of the holders of 25% in amount of the Bonds at the time outstanding shall, give such notice;

then, and in each and every such case, unless such default shall have been remedied, the Trustee, by its agents or attorneys, may enter unto and upon all or any part of the mortgaged property, and each and every part thereof, and may exclude the Company, its agents and servants, wholly or partly therefrom, and having and holding the same may use, operate, manage and control the mortgaged property and conduct the business thereof, by superintendents, managers, receivers, agents, servants and/or attorneys. Upon every such entry, the Trustee may, from time to time, at the expense of the trust estate, make all such repairs, renewals, replacements and useful or required alterations, additions, betterments and improvements to and on the mortgaged property as to it may seem necessary, proper or judicious. In each such case the Trustee shall have the right to manage the mortgaged property and to carry on the business and to exercise all rights and powers of the Company, either in the name of the Company, or otherwise, as the Trustee shall deem best; and the Trustee shall be entitled to collect and receive all earnings, income, rents, issues and profits of the same and every part thereof. After deducting the expenses of operating the mortgaged property and of conducting the business thereof, and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments and improvements, and all payments which it may be required or may elect to make, if any, for taxes, assessments, insurance, and other prior or proper charges upon the mortgaged property or any part thereof, as well as just and reasonable compensation for its own services, and for all superintendents, managers, receivers, agents, attorneys, counsel, servants and other employees by it engaged and employed in conducting the business of the Company, it shall apply the moneys received as aforesaid, as follows:

In case the principal of none of the Bonds shall have become due, to the payment of the interest in default in the order of the maturity of the installments thereof, with interest on the overdue installments thereof at the rate borne by the Bonds, such payments to be made ratably to the persons entitled thereto, without discrimination or preference;

In case the principal of any of the Bonds shall have become due, by declaration or otherwise, first, to the payment of the interest in default, in the order of maturity of the installments thereof, with interest on the overdue installments at the rate borne by the Bonds, and next, to the payment of the principal of all Bonds then due, such payments to be made ratably to the persons entitled thereto, without discrimination or preference.

The foregoing provisions, however, are not intended to modify in any way the provisions of Section 8.02 hereof, but are subject thereto.

SECTION 8.02. In case one or more of the events of default shall happen and shall not have been remedied, then, and in every such case, the Trustee may, and upon the written request of the holders of at least 25% in amount of the Bonds then outstanding, shall, by notice in writing sent by registered mail to the Company and addressed to it at the principal office of the Company in the State of Kansas, and in case another address shall have been furnished in writing to the Trustee by the Company, then also to such other address, declare the principal of and interest accrued on all the Bonds then outstanding to be due and payable immediately, and upon any such declaration the same shall become immediately due and payable, anything in this Indenture or in the Bonds contained to the contrary notwithstanding. This provision is subject, however, to the condition that if, at any time after such declaration, but before any sale of the mortgaged property shall have been made hereunder, all arrears of interest upon all the Bonds, with interest on overdue installments of interest at the rate borne by the Bonds, together with all sums paid or advanced by the Trustee under any provision hereof and the reasonable and proper charges, expenses and liabilities of the Trustee, its agents, attorneys and counsel, and all other sums payable hereunder, except the principal of the Bonds so declared due and payable, shall either be paid by or for the account of the Company or collected out of the mortgaged property, and the default or defaults which occasioned such declaration shall have been remedied, 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 Trustee, may rescind and annul such declaration in its entirety; but no such action shall extend to or affect any subsequent default or impair any right consequent thereon.

SECTION 8.03. In case one or more of the events of default shall happen and shall not have been remedied, the Trustee, by its agents or attorneys, with or without entry,

(a) may sell to the highest responsible bidder all and singular the mortgaged property, such sale to be made at public auction at such place and at such time and upon such terms as the Trustee may fix and briefly specify in the notice of sale to be given as herein provided, or as may be required by law; and/or

(b) may proceed to protect and enforce its rights and the rights of the Bondholders under this Indenture, by a suit or suits in equity or at law, whether for the specific performance of any covenant herein contained or in aid of the execution of any power herein granted or for the foreclosure of this Indenture or for the enforcement of any other legal or equitable right, as the Trustee, being advised by counsel, shall deem most effectual to enforce any of its rights or to perform any of its duties hereunder, or to enforce any of the rights of the Bondholders hereunder.

SECTION 8.04. Notice of any sale pursuant to any provision of this Indenture shall state the time when and the place where the same is to be made, and shall contain a brief description of the property to be sold, and shall be sufficiently given if published once in each of the 4 successive calendar weeks next preceding the week in which such sale is to be made in one daily newspaper printed in the English language and published and of general circulation in the City of Wichita, Kansas, and in one daily newspaper printed in the English language and published and of general circulation in the City of Lawrence, State of Kansas, and in one daily newspaper printed in the English language and of general circulation in the place or places (if other than the cities aforesaid) where such sale is to take place (in each instance upon any secular day of the week and in any such newspaper), and if given in such other manner as may be required to comply with any statute or rule of law or order of court.

SECTION 8.05. The Trustee may from time to time adjourn any sale to be made by it under the provisions of this Indenture by announcement at the time and place appointed for such sale or for any adjournment thereof; and without further notice or publication, it may make such sale at the time and place to which the same shall have been so adjourned.

SECTION 8.06. Upon completion of any sale or sales under this Indenture, the Trustee shall execute and deliver to the accepted purchaser or purchasers a good and sufficient deed or deeds of conveyance, sale and transfer of all the property sold; and the Trustee or its successor is hereby irrevocably appointed the true and lawful attorney of the Company, with power of substitution, in its name and stand, to make all necessary deeds and conveyances of the property thus sold; and for that purpose it may execute all necessary deeds and instruments of assignment and transfer, the Company hereby ratifying and confirming all that its said attorney shall lawfully do by virtue hereof. In any such deed, conveyance, or assignment, the recitals of default, the giving of notice of sale and all other recitals of facts pertaining to such sale shall be conclusive proof of the matter so recited, and such deed, conveyance or assignment shall be effective and conclusive against the Company, its successors and assigns and all other persons.

Any such sale or sales made under or by virtue of this Indenture, whether under the power of sale herein granted or by virtue of judicial proceedings, shall operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of the Company or, in and to the property so sold, and shall be a perpetual bar, both at law and in equity, against the Company, its successors and assigns, and against any and all persons claiming or who may claim the property sold, or any part