

## MORTGAGE RECORD 85

## Section 6. Bonds Retired through Maintenance Fund to be Cancelled.

All bonds issued hereunder which shall be retired through the operation of the provisions of this Article IV shall forthwith be cancelled and, upon the request of the Corporation, shall be delivered to the Corporation.

## Section 7. Availability of Excess Credits.

If the aggregate amount of credits specified in any Treasurer's Certificate filed for any calendar year pursuant to the provisions of Section 2 of this Article IV (exclusive of all credits taken pursuant to paragraph (d) of Section 1 of this Article IV on account of any Amount of Available Capital Addition) shall exceed twenty-seven and one-half per cent. (27½%) of the amount of Gross Operating Revenues during such calendar year, the excess shall be available in any subsequent Treasurer's Certificate or Certificates filed during the succeeding three (3) years as a credit balance to offset any deficiency of credits as shown by such Treasurer's Certificate.

## Section 8. Moneys in Maintenance Fund to be Regarded as Proceeds of Sale under Certain Circumstances.

If the mortgaged property shall be sold, either under the power of sale herein provided, or under decree of court in proceedings for the foreclosure of this Indenture, then any moneys at the time remaining in the Maintenance fund shall be added to and dealt with as if such moneys were a part of the proceeds of such sale.

## ARTICLE V.

## PARTICULAR COVENANTS OF THE CORPORATION.

The Corporation hereby covenants and agrees as follows:

## Section 1. Payment of Principal and Interest.

It will duly and punctually pay or cause to be paid the principal of and any premium which may be due and payable on and the interest on all the bonds issued hereunder at the dates and places and according to the terms thereof, and if so provided in any such bond such payment will, to the extent so provided, be made without deduction for taxes. If it shall default in the payment of principal or interest on any such bonds it will also pay interest on such overdue amounts at the legal rate of interest then in effect in the State of Kansas.

## Section 2. After Acquired Property shall Be Subjected to Lien of Mortgage and Further Assurance Given if Required.

All real estate and fixed property and other property of every kind hereafter acquired by the Corporation and included in the property intended to be mortgaged as provided in the granting clauses of this Indenture, shall immediately upon the acquisition thereof by the Corporation become subject to the lien of this Indenture, without any further conveyance or assignment, as fully as though now owned by the Corporation and specifically described in such granting clauses. However at any times the Corporation will execute and deliver any such further assurances or conveyances of such property as the Trustee may reasonably direct or require for the purpose of expressly subjecting any such property to the lien of this Indenture. Also the Corporation will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, conveyances, transfers and assurances as the Trustee shall reasonably require for the better assuring, conveying and confirming to the Trustee all and every part of the property conveyed or intended to be conveyed under this Indenture or which the Corporation may hereafter become bound to convey to the Trustee. No failure to request any such further instruments or further acts shall be deemed a waiver of any right to the execution and delivery of such instruments or to the doing of such acts or be deemed to affect the interpretation of any provision of this Indenture.

## Section 3. No Extension of Time for Payment of Coupons and Claims for Interest.

The Corporation will not directly or indirectly extend or assent to the extension of time for payment of any coupon or claim for interest on any of the bonds secured hereby and will not directly or indirectly be a party to or approve any arrangements for any such extension either by purchasing such coupons or claims for interest or in any manner. Interest on coupon bonds to the date of the maturity of such bonds shall be paid only in accordance with and upon surrender of the coupons as they respectively mature. All the coupons annexed to the bonds are paid they shall be cancelled. In case the time for payment of any coupon shall be extended (even though the Corporation may have agreed to such extension in spite of the provisions of this Section), such coupons shall not be entitled, in case of default hereunder, to the benefit or security of this Indenture, except subject to the prior payment in full of the principal of all the bonds then outstanding, and of all matured coupons upon such bonds, the payment of which has not been so extended.

## Section 4. Recording Indenture and Furnishing Opinions of Counsel.

The Corporation will cause this Indenture and all indentures and instruments supplemental hereto to be kept recorded, registered and filed in such manner and to such extent and in such places as may be required by law in order fully to preserve and protect the security of the bondholders and all rights of the Trustee hereunder. The Corporation will also do all other things necessary to perfect and to continue the lien of this Indenture upon all property now or hereafter subject to the lien hereof or intended to be subject to the lien hereof, as may be advised by counsel satisfactory to the Trustee (who may also be of counsel for the Corporation).

The Corporation will furnish to the Trustee the following:

(a) Promptly after the execution and delivery of this Indenture and of each indenture supplemental hereto, an Opinion of Counsel either stating that in the opinion of such counsel this Indenture and any or all indentures supplemental hereto have been properly recorded, registered and filed so as to make effective the lien created thereby, and reciting the details of such action, or stating that in the opinion of such counsel no such action is necessary to make such lien effective; and

(b) Within thirty-one (31) days after March 1 of each year beginning March 1, 1942, an Opinion of Counsel either stating that in the opinion of such counsel such action has been taken with respect to the recording, registration, filing, rerecording, reregistration and refiling of this Indenture, and of any and all indentures supplemental hereto, as is necessary to maintain the lien hereof and reciting the details of such action or stating that in the opinion of such counsel no such action is necessary to maintain such lien.

## Section 5. Payment of Taxes and Preventing Encumbrances.

The Corporation will from time to time pay and discharge, as they may become due and payable, all taxes and assessments and governmental or other charges lawfully levied or assessed upon the mortgaged and pledged property, or upon any part thereof, or upon any income or profits therefrom, or upon the interest of the Trustee in all or any part of the mortgaged and pledged property. The Corporation will duly observe and conform to all valid requirements of any governmental authority relative to any of the mortgaged and pledged property and to all covenants, terms and conditions upon or under which any of the mortgaged or pledged property is held. Except as provided otherwise in this Indenture, it will not suffer any lien hereafter to be created or to exist upon the mortgaged and pledged property (whether now owned or hereafter acquired) or upon any part thereof or upon the income and profits therefrom, prior to or on a parity with the lien of this Indenture, except the following:

(a) Permitted Liens; and

(b) Any other lien existing immediately prior to the time of acquisition, or created simultaneously with the acquisition upon any property acquired by the Corporation after March 1, 1941, and securing indebtedness, the principal amount of which at the time of such acquisition of the property does not exceed sixty per cent. (60%) of the Cost or the Fair Value, whichever is less, of the property subject to such lien at the time of such acquisition, provided that the Corporation shall not suffer any such lien (including, without limitation, the interest of a conditional vendor) to be created or to exist if the principal amount of debt secured by such lien, together with all other debt at the time outstanding secured by lien prior to or on a parity with the lien of this Indenture exceeds fifteen per cent. (15%) of the aggregate principal amount of bonds at the time outstanding hereunder.