

## MORTGAGE RECORD 85

ducting all proceedings to be taken for any sale of the property subject to the lien of this Indenture, or for the foreclosure of this Indenture, or for the appointment of a receiver, or for the taking of any action authorized by this Article IX, or refraining therefrom; provided that such direction shall not be contrary to the provisions of law or of this Indenture.

For the purposes of this section and of Sections 1 and 15 of this Article IX and of Paragraph (d) of Section 9 of Article XI of this Indenture, in determining whether the holders or registered owners of the required principal amount of bonds have concurred in any such direction, or any consent or other action, bonds owned by the Corporation, or by any person directly or indirectly controlling or controlled by or under direct or indirect common control with the Corporation, shall be disregarded, except that for the purpose of determining whether the Trustee shall be protected in relying on any such direction or consent, only bonds which the Trustee knows are so owned shall be so disregarded.

#### Section 6. Appointment of Receiver as a Matter of Right.

In case of a completed default hereunder and upon the filing of a bill in equity or other commencement of judicial proceedings to enforce the rights of the Trustee and of the bondholders under this Indenture, the Trustee shall, to the extent permitted by law, be entitled as a matter of right to the appointment of a receiver or receivers of the property subject to the lien of this Indenture, and of the income, rents, issues and profits thereof, pending such proceedings, with such powers as the court making the appointment shall confer.

#### Section 7. All Bonds to Become Due in Case of Sale.

Upon any sale being made either under the power of sale hereby given or under judgment or decree in any judicial proceedings for the foreclosure or otherwise for the enforcement of this Indenture, the principal of all bonds then outstanding hereunder, if not previously due, and the interest accrued thereon, shall at once become due and be immediately due and payable.

#### Section 8. Right to Bid for Property and to Use Bonds towards Purchase Price.

Upon any sale made under the power of sale hereby given or under judgment or decree in any judicial proceedings for foreclosure or otherwise for the enforcement of this Indenture, any bondholder or bondholders or the Trustee may bid for and purchase the property subject to the lien of this Indenture and upon compliance with the terms of sale may hold, retain and possess and dispose of such property in their or its own absolute right without further accountability; and any purchaser at any such sale may, in paying the purchase money, deliver any of the bonds and coupons then outstanding hereunder in lieu of cash to the amount which shall, upon distribution of the net proceeds of such sale, be payable thereon (subject, however, to the provisions in respect to extended, transferred and pledged coupons and claims for interest contained in Section 11 of this Article IX). Such bonds and coupons, in case the amount so payable thereon to the holders thereof upon such distribution shall be less than the amount due thereon, shall be returned to the holders thereof after being properly stamped to show the partial payment so made.

#### Section 9. Purchaser Not Obligated to See to Application of Proceeds of Sale.

Upon any sale made either under the power of sale hereby given or under judgment or decree in any judicial proceedings for the foreclosure or otherwise for the enforcement of this Indenture, the receipt of the Trustee or of the officer making such sale shall be a sufficient discharge to the purchaser or purchasers at any sale for the purchase money, and such purchaser or purchasers shall not, after paying such purchase money and receiving such receipt of the Trustee or of such officer therefor, be obliged to see to the application of such purchase money, or be in any way answerable for any loss, misapplication or non-application thereof.

#### Section 10. Any Sale Shall Divest Title of Corporation.

Any sale made either under the power of sale hereby given in this Article IX of the Indenture, or under judgment or decree in any judicial proceedings for foreclosure or otherwise for the enforcement of this Indenture, shall operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of the Corporation, of, in and to the property so sold, and shall be a perpetual bar both at law and in equity against the Corporation, its successors and assigns, and against any and all persons claiming or who may claim the property sold, or any part thereof, from, through or under the Corporation, its successors or assigns.

#### Section 11. Application of Proceeds of Sale.

The proceeds of any sale made either under the power of sale hereby given, or under judgment or decree in any judicial proceedings for the foreclosure or otherwise for the enforcement of this Indenture, together with any other amounts of cash which may then be held by the Trustee as part of the mortgaged and pledged property, and which by any other provision hereof are to be added to or treated as a part of the proceeds of sale, shall be applied as follows:

First: To the payment of all taxes, assessments or liens prior to the lien of this Indenture (except those subject to which such sale shall have been made) and of all costs and expenses of such sale, including reasonable compensation to the Trustee, its agents, attorneys and counsel, and of all other sums payable to the Trustee hereunder as compensation for other services rendered hereunder and by reason of any expenses or liabilities incurred or advances made in connection with the management or administration of the trusts hereby created;

Second: To the payment in full of any amounts then due and unpaid for principal of and premium and interest on the bonds then outstanding, with interest on overdue principal and on the overdue installments of interest at the legal rate of interest then in effect in the State of Kansas; and in case such proceeds shall be insufficient to pay in full the amounts so due and unpaid, then to the payment of such principal and interest ratably, 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 (except as hereinafter provided with regard to extended, transferred and pledged coupons or claims for interest), and any balance to the payment ratably of any such premiums; provided, however, that if the time for the payment of any coupon or claim for interest upon any of the bonds secured hereby shall have been extended (whether or not by or with the consent of the Corporation), or if any such coupon or claim for interest at or after maturity shall have been transferred or pledged separate from the bond to which such coupon or claim relates, such coupon or claim for interest 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 bonds issued hereunder then outstanding and of any premium which may be due and payable on such bonds and of all coupons and claims for interest on such bonds the payment of which has not been so extended or not so transferred or pledged (provided that for the purpose of determining whether the Trustee shall be protected in paying any such extended or separately transferred or pledged coupon or claim for interest, only coupons and claims for interest which the Trustee knows have been so extended, transferred or pledged shall be not entitled as aforesaid to the benefit or security of this Indenture); and

Third: Any surplus then remaining, to the Corporation, its successors or assigns, or to whoever may be lawfully entitled to receive such surplus.

#### Section 12. Waiver of Stay, Extension, Redemption and Other Similar Laws.

The Corporation agrees to the full extent that it may lawfully do so, the benefit of all such laws and any and all right to have the estate comprised in the security intended to be created hereby marshalled upon any foreclosure of the lien hereof, and agrees that the Trustee, or any court having jurisdiction to foreclose such lien, may sell the property subject to the lien of this Indenture as an entirety.