

MORTGAGE RECORD 88

Section 7. In the event of any sale under and by virtue of any judgment or decree of foreclosure and sale hereunder, the Trustee as Mortgagee shall be entitled to a judgment and decree that the whole of the property and premises hereby covenanted, mortgaged, assigned and pledged shall be sold in one parcel and as an entirety and the Company hereby waives all right and privilege to have the same offered for sale or sold in separate parcels; it being intended and stipulated hereby that there shall be no offering of the mortgaged property and premises in separate parcels unless the Trustee hereunder as Mortgagee shall elect to have such offering for sale made in separate parcels.

Section 8. In case of any such sale of the mortgaged property the whole of the principal sum of the Bonds secured hereby if not previously due shall at once become due and payable, anything in said Bonds or herein to the contrary notwithstanding.

Section 9. The Company for itself, its successors and assigns hereby irrevocably waives the benefit and advantage of any and all valuation, appraisal, stay, moratorium and extension laws whether now existing or hereafter to be enacted and in force; and the Company further, for itself and insofar as it has the power so to do under the laws of the State of Kansas, hereby expressly and wholly waives any and every right and period of redemption of the mortgaged property and premises from any sale foreclosing the lien of this Mortgage thereon; and the Company hereby covenants with the Trustee that it will not in any manner set up or seek to take the benefit or advantage of any of such laws in this Section mentioned or of any laws covering any right or period of redemption of said property or premises from any sale in course of foreclosure of the lien hereof.

Section 10. The application of the purchase money proceeds or avails of any sale of the mortgaged property and premises, together with any other sums which then may be applicable to the payment of the costs, expenses, charges and indebtedness, including advancements secured hereby, shall be made in accordance with the orders, judgments and decrees of the court having jurisdiction of such sale or sales.

Section 11. In case of the sale of the trust estate or any part thereof, the purchaser, or purchasers, in settlement or payment for the property purchased, shall be entitled to use and apply towards payment of the purchase price of the property purchased any Bonds hereby secured, by presenting such Bonds so that there may be credited and endorsed or stamped as paid thereon, the sums applicable to such payment out of the net proceeds of such sale. Such Bonds so presented by the purchaser, or purchasers, shall be deemed to be paid only to the extent of the amount so credited as paid thereon.

At any such sale, the Trustee, or any bondholders or their agents, may bid for and purchase such property and make payment therefor as aforesaid, and upon compliance with the terms of sale, may hold, retain and dispose of such property without further accountability therefor, subject to any orders of the court having jurisdiction of such sale.

Section 12. Upon the written request of the registered owners of one-half in principal amount of the Bonds hereby secured then outstanding, in case of any default as aforesaid, it shall be the duty of the Trustee upon being indemnified as hereinafter provided, to take all needful steps for the protection and enforcement of its rights and the rights of the registered owners of the Bonds hereby secured, or to commence appropriate judicial proceedings by action, suit or otherwise, as the Trustee shall deem most expedient in the interest of such owners of the Bonds hereby secured; but, anything in this Indenture contained to the contrary notwithstanding, the registered owners of a majority in principal amount of the Bonds hereby secured and then outstanding, shall have the right from time to time, if they so elect and manifest such election by an instrument in writing executed and delivered to the Trustee, to direct and control the method and place of conducting any and all proceedings for the foreclosure of this Mortgage, or for the appointment of a receiver, or any other action or proceeding hereunder. However, nothing herein contained shall be construed as requiring any direction or action on the part of such bond owners to enable the Trustee to act in its discretion in any case where such action by registered owners of Bonds is not herein expressly required.

Section 13. If any one or more of the events of default shall happen or occur and continue for the periods of grace hereinbefore specified, then, upon demand of the Trustee, the Company covenants and agrees that it will pay to the Trustee for the benefit of the Bonds hereby secured and then outstanding, the whole amount which shall then be due and payable on all such bonds for principal or interest, or both as the case may be, with interest upon the overdue principal and installments of interest, and in case the Company shall fail to pay the same forthwith upon such demand, the Trustee in its own name and as trustee of an express trust, shall be entitled to recover judgment for the whole amount so due and unpaid. The Trustee shall be entitled to recover judgment as aforesaid before or after or during the pendency of any proceedings for the enforcement of the lien of this Indenture upon the trust estate, and the right of the Trustee to recover such judgment shall not be affected by any entry or sale hereunder, or by the exercise of any other right, power or remedy for the enforcement of the provisions of this Indenture, or by the foreclosure of the lien hereof, and in case of a sale of the trust estate and of the application of the proceeds of sale to the payment of the mortgage debt, the Trustee in its own name and as Trustee of an express trust, shall be entitled to receive and to enforce payment of any and all deficiencies or amounts then remaining due and unpaid upon any and all of the Bonds issued hereunder and then outstanding, for the benefit of the registered owners thereof, and shall be entitled to recover judgment for any portion of the mortgage debt remaining unpaid, with interest. Any judgment recovered as herein provided may also include the amounts owing to the Trustee for its expenses, reasonable compensation and counsel fees and for advances made by the Trustee or any bond owner for the payment of any charges which might have become a prior lien upon the trust estate. No recovery of any judgment by the Trustee, and no levy of any execution under any such judgment upon property subject to the lien of this Indenture, or upon any other property, shall in any manner, or to any extent, affect or impair the lien of the Trustee upon the trust estate or any part thereof, or any rights, powers or remedies of the Trustee hereunder, or any rights, powers or remedies of the registered owners of the Bonds hereby secured, but such lien, rights, powers and remedies shall continue unaffected and unimpaired as before. Any moneys thus recovered or collected by the Trustee under this Article, less the cost and expenses of collection and the reasonable compensation of the Trustee shall be applied by the Trustee towards payment to the registered owners of such Bonds of the amounts due and unpaid upon said Bonds respectively, such payment in every instance to be made ratably and without any preference or priority upon presentation of the respective Bonds and endorsement of such payment thereof, if partly paid, or upon cancellation thereof, if paid in full, subject, however, to provisions of Section 1 of this Article.

Section 14. Except as herein expressly provided to the contrary, no remedy herein conferred upon or reserved to the Trustee or to the registered owners of the Bonds secured hereby, is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder, or existing at law or in equity or by statute. No delay or omission by the Trustee or any bond owner in exercising any right or power accruing upon default, as hereinbefore in this Indenture provided, shall impair any such right or power, or be construed to be a waiver of any such default or acquiescence therein.

Section 15. All rights of action under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relative thereto, and any such suit or proceedings instituted by the Trustee shall be brought in its names as Trustee, and any recovery of judgment shall be for the ratable benefit of the holders and registered owners of the Bonds then outstanding.

Section 16. The Trustee shall have the right on behalf of the bond owners to file proof of claim in the name of the Trustee on all Bonds then outstanding hereunder, with any Trustee or Trustees in bankruptcy or receiver or other judicial officer having the administration of the property or assets of the Company, and to collect and receive the amounts payable on such Bonds and to distribute the proceeds as hereinbefore provided.

Section 17. In the event that the Trustee shall make entry as herein authorized, or in the event of the appointment of a receiver for the mortgaged property, or in the event of any sale substantially as an entirety of the mortgaged property at foreclosure or otherwise, the Company will at once assign, deliver and make available to the Trustee, or to said receiver or purchaser, all books, documents, records and other instruments held and used by it in and about the conduct of the business of the Company.