

MORTGAGE RECORD 88

Section 6.03. Upon the happening of any event of default specified in section 6.02 of this article, and its continuance for the period, if any, specified in said section, then and in every such case the company shall be deemed to be in default hereunder, and the trustees, or either of them, personally, or by agent or attorneys, may, in the discretion of either enter upon and take possession of the mortgaged property, or any part or parts thereof, and may exclude the company, its agents and servants, wholly therefrom, and having and holding the same, may use, operate, manage, and control said premises and property and conduct the business thereof, either personally or by receivers, agents, and attorneys, and from time to time either by purchase, repair, or construction may maintain and restore and insure and keep insured the buildings, improvements, machinery, fixtures, tools, implements, equipment, and appliances upon or provided for use in connection with said mortgaged property, and whereof said trustees, or either of them, shall become vested as aforesaid, in the same manner and to the same extent as is usual with similar companies, and likewise from time to time may make all necessary repairs, renewals, replacements, alterations, additions, and improvements thereto and thereon as may seem judicious, and the trustees, or either of them, shall have the right to manage the mortgaged property and to carry on the business of the company and exercise in respect thereof all rights and powers of the company either in the name of the company, or otherwise, as the trustees, or either of them, shall deem best and said trustees, or either of them, shall be entitled to collect and to receive all earnings, income, rents, issues, and profits of the same and every part thereof, and after paying expenses of operating said premises and property and of conducting the business thereof and of repairs, maintenance, renewals, replacements, alterations, additions, and improvements, and all sums which may be paid for taxes, assessments, insurance, rents, royalties, payments under contracts for the purchase of gas or oil, liens, or charges upon the said premises or property, or any part thereof, or arising out of the operation thereof, as well as a just and reasonable compensation for services of said trustees, and for the services of agents, attorneys, receivers, counsel, or employees by them or either of them engaged and employed, said trustees shall apply moneys arising as aforesaid, as follows:

(1) In the event that the principal of the bonds hereby secured shall not have become due, to the payment of interest in default, with interest thereon at the rates borne by the bonds to which the coupons evidencing such interest appertain, such payments to be made ratably to the persons entitled thereto, without discrimination or preference and without reference to the date of maturity of the respective coupons therefor, except as specified in Article Two of this mortgage relating to the pledge of revenues to secure the payment of interest and principal of Series A bonds.

(2) In the event that the principal of any bonds hereby secured shall have become due by declaration, or otherwise, first to the payment of all accrued interest at the rates prescribed in the bonds of the different series, next on the overdue principal of the bonds outstanding without reference to the date of the maturity of the respective coupons or the said bonds; in every instance, such payments to be made ratably to the persons holding and presenting bonds and/or coupons entitled thereto, without any discrimination or preference, except as specified hereinbefore and in Article Two of this mortgage relating to the pledge of revenues to secure the payment of interest and principal of Series A bonds.

(3) In the event a paying agent has been appointed for any series, such payments shall be made by the paying agent and the trustee or trustees shall deposit the above funds therefor or the applicable proportion thereof with the paying agent and upon obtaining the receipt of the paying agent the trustees shall have no further liability with respect thereto. The paying agent and the trustee or trustees shall make payment only on presentation of the bonds and/or coupons for endorsement and all bonds and/or coupons paid in full shall be so noted, deposited with the trustee for cancellation, cancelled by the trustee and surrendered to the company on its request.

Upon the payment in full of whatever may be due for such principal and interest or payable for other purposes, and after reserving, in the event the principal of said bonds shall not have been fully paid, an amount sufficient to pay the then next accruing installment of principal (if bonds outstanding have serial maturities) and interest thereunder, the said mortgaged property shall be returned to the company, its successors or assigns, or to whomsoever may be lawfully entitled thereto.

Section 6.04. Upon the happening of any event of default specified in section 6.02 of this article and its continuance for the period, if any, specified in the said section, then and in every such case the trustees, or either of them, in the discretion of the trustees, or either of them, may, and upon the written request of the holders of twenty-five (25%) or more in principal amount of the bonds then outstanding hereunder, and upon being indemnified to the satisfaction of the trustees, shall, if advised by counsel that such action is lawful, and the trustees, or either of them, shall deem such remedy effectual to enforce its or their rights and the rights of the bondholders hereunder, with or without entry, personally or by attorney, to the extent permitted by law, sell to the highest bidder all or any part of the mortgaged property held by the trustees, or conveyed to the trustees under this mortgage or mortgage supplemental hereto, or intended to be so conveyed, and all right, title, interest, and claim therein, and the right of redemption thereof, in one lot, as an entirety, or in separate lots, pieces, or parcels if in the judgment of the trustees, or either of them, sale as an entirety is impracticable by reason of some statute or for any other cause, or if the holders of twenty-five per cent (25%) or more in principal amount of bonds then outstanding shall in writing so request the trustees, or either of them, to cause the said property to be sold in parcels. Each sale of the mortgaged property shall be made in such order as the trustees, or either of them, may deem best, at any one sale or at any number of sales, held at one time or any number of times, which sale or sales shall be made at public auction at such place or places in the states of Kansas or Missouri where the company may maintain an office or where any of its property may be located, at such time, and upon such terms as may be fixed by the trustees, or either of them, or as briefly specified in the notice of such sale or sales, or as may be required by law. Any sale by the trustees, or either of them, may nevertheless be made at such other place or places and in such manner as may be authorized by law. Notice of any sale by the trustees, or either of them, pursuant to the provisions of this section shall state the time and place at which such sale is to be made and shall contain a brief general description of the property to be sold, and shall be sufficiently given, unless otherwise required by law, if published once in each week for four (4) successive weeks immediately preceding the date set for such sale, in a daily newspaper published and of general circulation in the place or places where the sale or sales are to be held. Any such notice shall also comply with any further requirements of law. The trustees, or either of them, may adjourn and from time to time readjust any sale to be made under the provisions of this mortgage by announcement at the time and place appointed for such sale, or for such adjourned sale or sales, without any further published notice, unless otherwise required by law, and may make any such sale at the time and place to which the same may be adjourned or readjusted. Upon the completion of any sale or sales as aforesaid, the trustees, or either of them, shall deliver and transfer, or cause to be delivered and transferred, to the accepted purchaser or purchasers the property so sold; and the trustees, or either of them, are hereby irrevocably appointed the true and lawful attorneys of the company in its name and stead to make all necessary transfers or deliveries of property so sold, and for that purpose the trustees, or either of them, may execute all necessary instruments of assignment, transfer and conveyance, and the company hereby ratifies and confirms all that its said attorneys or either of them shall lawfully do by virtue hereof.

Section 6.05. Upon the happening of any event of default specified in section 6.02 of this article, and its continuance for the period, if any, specified in the said section, then and in every such case the trustees, or either of them, may, and upon the written request of the holders of twenty-five per cent (25%) or more in principal amount of the bonds outstanding hereunder and upon being indemnified to the satisfaction of the trustees, or either of them, shall proceed to protect and enforce the rights granted to the trustees hereunder and under the said bonds by a suit or suits in equity or at law, whether for the specific performance of any covenant or agreement herein contained or in execution or aid of any power herein granted, or for foreclosure hereunder, or for the enforcement of any other proper legal or equitable remedy. The trustees or either of them shall be entitled upon the happening of any event of default specified in section 6.02 of this article and its continuance for the period, if any, specified in said section as of right, without notice, to the appointment of a receiver of the mortgaged property, and of each and every one of the rights and properties of the company, with power to operate and continue the business of the company and with all other rights and powers of receivers