

be entitled to have the trust estate sold by judicial sale or sales under the orders, judgments or decrees of a court of competent jurisdiction, or under exutory or other legal process, for or toward the satisfaction of the principal and interest then due or owing on the Bonds then outstanding, and for the enforcements of the rights, liens and benefits of the Trustee and the bondholders, and shall be entitled, pending any such suit or proceedings, as a matter of right, to the appointment of a receiver of all the franchises and properties and of the rents, earnings, revenues, issues, profits and income of the Company, with such powers as the court making such appointment may confer, whether the mortgaged property shall or shall not be adequate and sufficient to pay and satisfy the Bonds then outstanding; but notwithstanding the appointment of any receiver, the Trustee shall be entitled as pledgee to the possession and control of any cash, or securities at the time held by, or payable or deliverable under the provisions of this Indenture to, the Trustee.

§ 10.05. In the event of any sale, whether made under the power of sale herein granted or by virtue of judicial proceedings, the whole of the trust estate shall be sold in one parcel and as an entirety, unless such sale as an entirety, in the judgment of the Trustee, shall not be practicable or desirable in the interest of the bondholders, or unless the holders of not less than a majority in principal amount of the Bonds at the time outstanding shall in writing request the Trustee to cause the trust estate to be sold in parcels, in which case the sale shall be made in such parcels and in such order as in the former case the Trustee may determine and in the latter case as may be specified in such request, but, if not so specified, as the Trustee in its discretion shall deem most expedient in the interest of the bondholders. The Company, for itself, its suc-

cessors and assigns, after paying such purchase money and receiving such receipt, shall be bound to see to the application of such purchase money, upon or for any trust or purpose of this Indenture, or in any manner whatsoever be answerable for any loss, misapplication or non-application of any such purchase money or any part thereof, or be bound to inquire as to the authorization, necessity, expediency or regularity, of any such sale.

§ 10.09. Upon any sale, as aforesaid, any purchaser, for the purpose of making settlement or payment for the property purchased, shall be entitled to use and apply any Bonds then outstanding, and any matured unpaid interest coupons appertaining thereto or claims for interest thereon, by presenting the same so that there may be credited, as paid thereon, the sums payable out of the net proceeds of such sale to the holder of such Bonds and coupons or claims as his ratable share of such net proceeds after allowing for the proportion of the total purchase price required to be paid in cash for the costs and expenses of the sale, compensation and other charges; and thereupon such purchaser shall be credited on account of such purchase price payable by him with the portion of such net proceeds that shall be applicable to the payment of, and that shall have been credited upon, the Bonds and coupons and claims so presented; and at any such sale any bondholder or bondholders may bid for and purchase such property, and make payment on account thereof as aforesaid, and, upon compliance with the terms of sale, may hold, retain and dispose of such property without further accountability therefor. The provisions of this § 10.09 are subject to the provisions of § 10.31.

§ 10.10. Upon the completion of any sale or sales under or by virtue of this Indenture, the Trustee shall execute

cessors and assigns, and for all persons and corporations hereafter claiming through or under it or them or who may at any time hereafter become holders of liens junior to the lien of this Indenture, hereby expressly waives and releases all right to have the trust estate or any part thereof marshalled upon any foreclosure, sale or other enforcement hereof; and the Trustee, or any court in which the foreclosure of this Indenture or the administration of the trusts hereby created is sought, shall have the right as aforesaid to sell the entire trust estate as a whole in a single parcel.

§ 10.06. Notice of any sale pursuant to any provision of this Indenture shall state the time and place when and where the same is to be made, shall contain a brief general description of the property to be sold and shall briefly state the terms of the sale, and shall be sufficiently given (unless otherwise required by law) if published once in each calendar week (which may be on any secular day of each such week) or four (4) successive calendar weeks prior to such sale in one or more daily newspapers printed in the English language published and of general circulation in the City of Kansas City, Missouri.

§ 10.07. The Trustee may adjourn from time to time 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 such adjourned sale or sales, and, without further notice or publication (unless otherwise required by law), it may make such sale at the time and place to which the same may be adjourned.

§ 10.08. The receipt or receipts of the Trustee, or of the court officer conducting any such sale, for the purchase money paid at or under any such sale, shall be a sufficient discharge therefor to any purchaser of the property or any part thereof sold as aforesaid; and no such purchaser,

and deliver to the purchaser a good and sufficient deed or other instruments conveying, assigning and transferring the property sold. The Trustee is hereby irrevocably appointed the true and lawful attorney of the Company, in its name and stead, to make all necessary conveyances, assignments and transfers of property thus sold; and for that purpose may execute all necessary deeds and instruments of conveyance, assignment and transfer, and may substitute one or more persons with like power, the Company hereby ratifying and confirming all that its said attorney, or such substitute or substitutes, shall lawfully do by virtue thereof. Nevertheless, the Company, if so requested by the Trustee, shall ratify and confirm any such sale or sales by executing and delivering to the Trustee or to such purchaser or purchasers all such instruments as may be necessary or in the judgment of the Trustee proper for the purpose and as may be designated in such request.

§ 10.11. Any such sale or sales, whether made under the power of sale herein granted or pursuant to judicial proceedings, shall operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of the Company, in and to the premises or property sold, and shall be a perpetual bar both at law and in equity, against the Company, its successors and assigns, and against all and any persons now or hereafter claiming the premises sold or any part thereof from, through or under the Company or its successors or assigns.

§ 10.12. The purchase money, proceeds and avails of any sale, whether made under the power of sale herein granted or pursuant to judicial proceedings, together with any other sums which then may be held by the Trustee under any provision of this Indenture as part of the trust