

titled to collect and receive all earnings, income, rents, issues and profits of said property and every part thereof, and after deducting the expenses of operating, maintaining and conducting the business thereof, of all repairs, of the completion of construction, of maintenance, renewals, replacements, alterations, additions, extensions, betterments and improvements, and all payments which may be made for taxes, assessments, insurance, and prior or other proper charges against said property or any part thereof, as well as reasonable expenses for its services and for agents, counsel, attorneys, clerks and other employees by it engaged, or employed, it shall apply the remainder of the moneys so received by it; First, to the payment of the interest installments which are due and unpaid in the order of their maturity, except extended coupons which shall only be paid and cared for as hereinbefore provided; and thereafter if the principal of any of said bonds is due, to the payment of such principal and accrued interest thereon pro rata without any preference or priority whatever except extended bonds which shall only be paid as hereinbefore provided. Whenever all that is due upon such interest installments, and upon the principal of said bonds, and under any of the terms of this Mortgage, shall have been paid and all defaults made good, the Trustee shall surrender possession to the Company, its successors and assigns. The same right of entry, however, shall exist upon any subsequent default. COMPARED

3. The Trustee, by such officer or agent as it may appoint, with or without entry, may Trustee May Sell sell to the highest bidder, all and singular the property which shall then be held by the Trustee, or in such lots, parcels or quantities as the holders of a majority in amount of the bonds secured hereby and then outstanding shall in writing request, or, in the absence of such request, as the Trustee may determine, and at such place or places, and at such time or times, and upon such notice and terms as the Trustee may fix and specify, and as may be required by law. In case of such sale of any of the property subject to the Mortgage, notice of such sale shall first be given by publication in at least one newspaper published in the city in which the sale is to be made, at least once in each week beginning on any day in the week, for four successive weeks next preceding such sale, and by like publication in at least one daily newspaper published in the City of Kansas City, State of Missouri, and the City of Tulsa, State of Oklahoma, and any other notice which may be required by law or deemed advisable by the Trustee, and from time to time, the Trustee may adjourn such sale in its discretion by an announcement at the time and place appointed for such sale or such adjourned sale or sales, without further notice, except such as may be required by law, and upon such sale, may make and deliver to the purchaser or purchasers a good and sufficient deed or deeds or bills of sale for the same, in such form as may be required by law in order that such sale and such conveyance shall be a perpetual bar at law and in equity against the Company and all other persons and corporations lawfully claiming or to claim by, through or under it.

4. The Trustee may in its discretion and upon the request of the holders of a majority Trustee May Foreclose in amount of the bonds at the time outstanding if adequately indemnified, shall take appropriate judicial proceedings for the protection and enforcement of its rights and the rights of bondholders hereunder any may, either before or after entry, proceed by suit or suits at law or in equity or by any other appropriate remedy to enforce payment of the bonds hereby secured and to foreclose this Mortgage and to sell the mortgaged premises and all the property covered hereby under the judgment or decree of a court or courts of competent jurisdiction.

5. The Trustee, upon the commencement of proceedings to enforce any rights hereunder, Trustee Entitled to Receiver shall, as a matter of right, be entitled to the appointment of a receiver of the property hereby mortgaged and of the income, rents, issues and profits thereof pending such proceedings with such powers as the appointing court shall confer.