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remove said equipment from the premises of the said Lessee, or wherever it shall find said equipment, and the Lessee will afford the Owner every possible facility and means of assistance to such end; and the Lessee agrees that in the event of any default continuing as aforesaid, it will as promptly as possible, upon demand in writing by the Owner, deliver to the Owner each and every piece of the equipment, at Kansas City, Missouri, and will relinquish all claims or right in or to the same. The Lessee further covenants and agrees with the Owner that the Owner shall, upon application to any court having jurisdiction in the premises, be entitled to a decree against the Lessee, requiring specific performance hereof.

As soon as said right to repossess itself of the equipment shall accrue to the Owner, it may at any time thereafter, at its option by written notice to the Lessee, declare the principal of all of said outstanding notes to be due and payable, and upon such declaration, the same shall become and be due and payable immediately, anything in this agreement or in said notes to the contrary notwithstanding; and the Owner may also, at its option, sell said equipment or so much thereof as may be necessary, with or without notice to the Lessee, either at public auction or at private sale, in such manner as the Owner may deem expedient, and with or without advertisement thereof, and with or without taking possession thereof; and apply the net proceeds of such sale, after the deduction of all expense of such sale, and of repossessing itself of such equipment, and of all moneys paid for taxes, insurance, assessments, and charges of every sort, by the Owner, and of all charges, of every kind, against said equipment which are proper to be paid, and of all expenses, including Attorney's and counsel fees, and reasonable compensation to itself for its services, to the payment of the then outstanding notes or any of them.

Upon the happening of any of the conditions above provided conferring upon the Owner said right to repossess itself or the equipment for the satisfaction of the indebtedness hereby secured, the Lessee agrees to pay to the Owner 10 per cent of the amount remaining due and unpaid upon the notes issued hereunder, as attorney's fee, to be paid, to the attorney representing the Owner in enforcing collection under the terms hereof or otherwise of said notes remaining unpaid at said time.

In case the Owner shall make a sale as hereinabove provided, any equipment which it may not be necessary so to sell, and any surplus of the net proceeds of the sale, shall be conveyed, transferred, and paid to the Lessee. In case the proceeds of such sale shall not be sufficient to pay all of said notes in full, the Lessee shall be and remain liable for the deficiency; it being expressly agreed that the seizure, removal, taking away, or sale, of said equipment shall in no way prejudice any right or cause of action of the Owner, or the holders of the notes issued hereunder or any of them under this lease.

The notes issued hereunder shall be equal and concurrent liens upon the tank cars herein described, and shall not by reason of prior maturity, be entitled upon foreclosure to any prior right of payment, but upon default in the payment of any note or notes issued hereunder the entire issue of notes remaining unpaid shall immediately become due and payable at the option of the holder, and be entitled to payment concurrently with said defaulted notes; and in case the Owner shall take possession of the property leased hereunder, or exercise any of the powers hereby conferred in respect thereto, all notes remaining unpaid at said time shall be entitled to share pro rata in any sale or disposition to said leased property made under the terms hereof.

Section 11- The remedies herein created in favor of the Owner and of the holders of the notes issued hereunder, shall not be deemed exclusive, but shall be cumulative, and in addition to all other remedies existing, at law or in equity, in favor of the Owner and the holders of said notes. In the event of a sale or sales hereunder, it is expressly stipulated and agreed that the Owner may, if it so elect, become the purchaser of said equipment at any such sale or