

203

interest then accrued, and due thereon and herein set out, upon presentation and surrender of said bonds and coupons respectively, and shall well and truly perform all other things herein required to be done and performed by it, then and thereupon all of the estate, right, title and interest of the Trustees hereunder shall cease and determine, and the Trustees shall, by proper instrument or instruments in writing, release and discharge this Indenture.

The Trustees may enter satisfaction of this deed of trust on the records where the same is recorded without producing the bonds or coupons secured hereby; provided that the President or Vice-President of the Corporate Trustee herein or its successor in trust, and the President of Mortgagors or their successors shall make and file in the office of the Recorder of Deeds where this instrument is filed, affidavits stating that all of the bonds secured by this deed of trust have been paid or that sufficient funds have been deposited with said Boatmen's Bank of St. Louis, Missouri, or its successor to pay all of the bonds outstanding and unsatisfied and that said funds are deposited for the express purpose of paying said bonds when the same shall be presented for payment.

TWELFTH: If default is made by Mortgagors in the payment of the principal or interest according to the tenor and effect thereof or if default is made by Mortgagors in the performance of any other covenant or agreement hereby agreed or required to be kept or performed by Mortgagors and if such default in performance of any other covenant or agreement shall continue for a period of thirty days after demand by Trustees herein and shall not be waived by the holder or holders of a majority in amount of the outstanding bonds secured hereby (except that a default as to any principal or interest payment herein may not in any event be waived), the Trustees may and upon the written request of the holder or holders of twenty-five per cent in amount of the bonds secured hereby and then outstanding, being first indemnified to the Trustees' satisfaction, shall declare the whole of the principal of said bonds then outstanding due together with all accrued and unpaid interest thereon, at once due and payable and the Trustees may in their discretion bring suit in any court of competent jurisdiction for the foreclosure of this mortgage and deed of trust, and upon the filing of any such suit, the said Trustees shall be entitled to a reasonable fee and reasonable charges for their attorneys and counsel. It is hereby made a covenant of this mortgage that upon the filing of such foreclosure suit, on the application of the Trustees, the Court shall appoint a receiver of all and singular the property conveyed by this mortgage or intended so to be as a matter of right. The proceeds of any sale under the powers herein granted, or under any decree of foreclosure, shall be applied as follows:

First, to the payment of costs of sale and court costs; Second, to the payment of fees, costs and expenses incurred in executing this trust; Third, to the payment of any money that may have been advanced by the Trustees, or any of the bondholders for the payment of Taxes, assessments or insurance, or for the costs and expenses incurred in any suit or other proceeding relating to the trust herein created, together with interest on said sums at the rate of eight per cent per annum from the times that they are respectively advanced under the provisions hereof until paid; Fourth, to the payment ratably of the interest accrued on said bonds; Fifth, to the payment ratably of the principal of said bonds; and Sixth, the surplus, if any, shall be paid to the Mortgagors, their successors and assigns. Upon any sale under the power herein granted under the decree of foreclosure of this mortgage or deed of trust, the bondholders, or the Trustees in their behalf, shall have a right to purchase the property in the same manner as if they or it were not interested in the bonds secured hereby, and said bonds and coupons shall be receivable at such sale as cash for the amount which would be payable thereon out of the proceeds of such sale.

The bringing of any foreclosure suit by the Trustees hereunder shall ipso facto