

received by it as follows:

First, to the payment of the coupons due and unpaid in the order of their maturity; and then to the payment of said bonds, if they shall have become due, and accrued interest thereon pro rata, without any reference or priority whatever but the Trustee may, if it so elect, after taking possession, restore, the same to the Oil Company and pay to it any balance of income received, whenever all the interest due upon said bonds shall have been paid, any election to call the principal due to be thereupon annulled and the provisions hereof to be thereafter operative as if the previous default in respect thereto had not occurred.

Ninth: In case default shall be made in the payment of any money, principal or interest, hereby secured to be paid, and such default shall continue for six months it shall be lawful for the Trustee, with or without entry, to sell all the property and appurtenances hereby conveyed, or intended to be, at public auction at some convenient place in the city of Kansas City, County of Wyandotte and State of Kansas, having first given notice of such sale by publication in at least two newspapers published in the said City of Kansas City, Kansas, at least once a week for four weeks next preceding such sale, and from time to time to adjourn such sale in its discretion, and upon such sale to make and deliver to the purchaser or purchasers a good and sufficient deed or deeds for the same which sale shall be a perpetual bar both in law and in equity, against the Oil Company, and all persons and corporations lawfully claiming or to claim, by, through, or under it; and the Trustee shall apply the proceeds of such sale as follows, to-wit: First, to the payment of the costs and expenses of sale, including a reasonable compensation to the Trustee, its agents, attorneys, and counsel, and all expenses, liabilities, and advances made and incurred by the Trustee in the administration of the trusts hereby created, and all taxes and assessments prior to the lien of these presents; second, to the payment of the whole amount of principal and interest which shall then be owing or unpaid upon the said bonds, or any of them, and in case of a deficiency of such proceeds, the coupons, due and unpaid shall be first paid in the order of maturity, and then the bonds shall be paid ratably and without preference of any one bond over any of the others; third, to pay over the surplus if any, to whoever may be lawfully entitled to receive the same by the judgment of some court^{of} competent jurisdiction.

The receipt of the Trustee shall be a sufficient discharge of the purchaser or purchasers at such sale for his or their purchase money, and such purchaser or purchaser, his or their assigns, personal representatives or successors, shall not be obliged to see to the application of the purchase money upon or for the trusts or purposes of these presents, or be in any wise answerable for any loss, misapplication, or non application of such purchase money by the Trustee.

TENTH: In case of the breach of any of the covenants or conditions of this mortgage, the Trustee, whether after taking possession or not- shall have the right and power to take appropriate proceedings for foreclosure of the lien hereof or the enforcement of its rights and the rights of the bondholders hereunder. It shall be obligatory upon it to take such action, whenever such breach shall have continued for six months, upon being requested so to do by one-half in interest of the holders of said bonds then outstanding and upon being indemnified as hereinafter provided. No bondholder or bondholders shall be entitled to take any such proceedings except in case of refusal or neglect of the Trustee to act after such continued breach and such request as aforesaid.

No act or failure to act, or default, except default in the payment of the