from such sale to the payment of the principal and accrued interest on all of said bonds which shall be then outstanding and unpaid, without giving preference, priority or descrimination to one bond over another in full, if the said purchase money be sufficient therefor, but if not, then pro rata; and in the event of there being in the hands of the said Trustee any portion of the trust estate, or the proceeds thereof after the payment in full of the principal and interest of the aforesaid bonds, then the said Trustee shall reconvey transfer or pay over the same to the said The Tulsa Corporation, its successors or assigns, for its or their sole use and benefit.

It is further understood that in the event of any sale of the property hereby mortgaged, or agreed or intended so to be to enforce this mortgage, then the whole principal sum of each and all the said bonds, then outstanding and intended to be hereby secured, shall forthwith become due and payable, whether or not notice has been given declaring the whole of said principal and interest due and payable by reason of such default, anything in said bonds or herein contained to the contrary notwithstanding.

9— The exclusive right of action hereunder shall be vested in the said Trustee until refusal on its part so to act, as herein provided, and no holder of any bond or coupon hereby secured shall have any right to institute any suit, action, or proceeding at law or in equity to foreclose hereunder, or for enforcing these presents, or for the appointment of a receiver, or for any other remedy hereunder, without first giving to the said Trustee written