

interest upon said bonds in the order in which said interest shall have or shall become due, notably to the persons holding coupons or other evidence of the rights to such interest and after paying all interest which shall have become due, to apply the same to the satisfaction of the principal of said bonds which may be at that time due and unpaid, notably and without discrimination or preference.

Article VI.

In case default shall be made in the payment of any interest as provided in said bonds and coupons, or this instrument, or in case default shall be made in the payment of the principal of any of said bonds, or any part thereof, as therein or herein provided, or in the performance of any of the covenants of this indenture, to be kept by said "Building Company"; and in case any such default shall continue for a period of two (2) months after demand duly made for such payment or performance as in said bonds, or in this instrument provided, said "Trustee" may, then, but not sooner, in its discretion, and it must on the written request of the holders of twenty-five (25%) per cent or more than twenty-five (25%) per cent of the bonds then outstanding, after entry as aforesaid, or other entry or without entry personally or by its attorney or agent, proceed to foreclose the equity of redemption to the property hereby conveyed or any part thereof, by judicial intervention or legal proceedings, or to sell and dispose of all and singular said lands and building, easements and all other property real, personal and mixed, including all rights, privileges and immunities, as well as all other property hereby conveyed or intended to be conveyed, or any part thereof, at public auction in the City of Tulsa, Western District, Indian Territory at such times or times as said "Trustee" may appoint, having first given notice of the time and place of such sale together with a general description of the property to be sold, by advertisement to be published not more than once every week for six successive weeks in one or more newspapers published in the cities of Tulsa, Indian Territory, Springfield, Missouri and St. Louis, Missouri respectively and wherever else required by law and to adjourn said sale from time to time as in its discretion it deems best, and by so adjourning, to make said sale at the time and place to which the same may be so adjourned and upon any such sale to make and deliver to the purchaser or purchasers of the property so sold, good and sufficient deed or deeds in the law for the same, which sale, made as aforesaid, shall thereupon be a perpetual bar in both law and equity against said "Building Company" and all other persons who may lawfully claim or to claim said property or any part thereof; all statutory or other rights of redemption being hereby expressly waived; and after deduct from the proceeds of any such sale, just allowances for all disbursements and expenses of said sale, including attorney's fees and counsel fees and all other expenses, advances or liabilities which may have been made or incurred by said "Trustee" in operating or maintaining said building, or in managing its business while in possession, and all payments which may have been made by it for taxes or assessments or said premises or any part thereof, as well as any payment for its own services and for charges and liens superior to the lien of these presents, to apply the balance of said proceeds to the payment first, of any unpaid interest due, or any of the said bonds, and then the principal of such of said bonds so may be at that time unpaid, whether or not the same shall have previously become due, without discrimination or preference; and if after satisfaction thereof, a surplus of said proceeds shall remain, then to pay over the same to said "Building Company" or to whomsoever may be lawfully or equitably entitled to receive the same, and it is hereby declared that the receipt of