

to said Trustee; and if the title to said premises be transferred, said Trustee is authorized, as agent of first party, to assign the insurance to the grantee of the title, and in the event of loss by fire, lightning or tornado, by which said buildings or improvements are destroyed or injured, it is hereby expressly agreed that the said Trustee may, at its discretion, collect said insurance and pay the same to the holders of the bonds hereby secured or permit the same to be used by the first party in reconstructing or repairing the buildings and improvements upon said premises; and in case said Trustee collects such insurance, or in any way handles same, it shall be at the expense of the first party, and such expense shall be by it deducted from the amount by it collected.

It is further agreed and understood that said Trustee may, at its discretion, pay any taxes or assessments levied against said premises, or any other sums necessary to protect the rights of said Trustee and bond holders, including insurance upon buildings and improvements, and recover the same from the first party with ten per cent (10%) interest, and every such payment is secured hereby; and in case of a foreclosure hereof, and as often as any foreclosure hereof may be filed, said Trustee may recover from the first party an attorney's fee of Five Hundred Dollars (\$500.00), which shall be due upon the filing of the petition in foreclosure, and which is secured hereby, and which the first party promises and agrees to pay, together with all costs; and immediately upon the filing of the petition in foreclosure the Trustee, for the benefit of the holders of the bonds secured hereby, shall be entitled to a Receiver, to the appointment of whom the first party hereby consents, which appointment may be made either before or after the decree of foreclosure; and said Trustee or the holders of the bonds secured hereby, shall in no case be held to account for any rental or damage other than for rents actually received; and the appraisal of said premises is hereby expressly waived.

Any expense of litigation or otherwise, including attorney's fees and an abstract of title to said premises, incurred by reason of this deed of trust, or to protect its lien, shall be repaid by the first party to the said Trustee for the benefit of the holders of the bonds hereby secured, with interest thereon at ten per cent (10%) per annum, and this deed of trust shall stand as security therefor.

And it is further agreed that upon a breach of any warranty herein, or upon a failure to pay when due any sum, interest or principal secured hereby, or any tax or assessments herein mentioned, or to comply with any requirements herein, the whole sum secured hereby shall, at once and without notice, become due and payable at the option of said Trustee, and said Trustee may, at its discretion, institute foreclosure proceedings and have said premises sold and the proceeds applied as follows: (a) to the cost and expenses incurred by the Trustee in said foreclosure proceedings, including attorney's fees herein provided, and a reasonable compensation to said Trustee for its services; (b) the surplus, after such payment of costs, expenses, attorney's fees and compensation to said Trustee shall be applied to the ratable payment of the indebtedness hereby secured and any amounts advanced by the Trustee for the purpose of discharging taxes, assessments, or otherwise as herein provided, or procuring and maintaining insurance, and (c) any balance then remaining shall be paid to first party.

This DEED OF TRUST, and the Bonds and Coupons hereby secured, shall, in all respects, be governed and construed by the laws of Oklahoma; and all covenants and agreements herein contained shall run with the lands herein conveyed.

WITNESS our hands this 18th day of May, 1922.

James Constantine

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