

and the said attorney's fees and the said expenditures by the trustee shall be a lien on the said premises and be secured hereby and be taxed as costs in any foreclosure hereof. The trustee shall be reimbursed for all proper outlays incurred in the discharge of this trust and the trustee shall be obligated to use only reasonable diligence in the execution of said trust.

7. Upon the payment of all sums secured hereby, upon presentation to him of satisfactory proof thereof, the trustee shall have the right and authority and it shall be his duty to release this mortgage trust deed of record.

8. The reservation of a lien hereunder for any sums paid or advanced by the trustee is cumulative and not a waiver of any right of subrogation and the waiver of or the failure to proceed on account of any breach hereof, including the failure to collect collateral security, shall not be a waiver of any subsequent breach of any condition, covenant, stipulation or agreement hereof.

9. The trustee herein may at any time resign or surrender the trust created hereby. In case of the resignation or death of the trustee or a vacancy in the office of the trustee hereunder, or the failure or inability of the trustee to act, the president of Leonard and Braniff, a corporation, shall appoint a trustee to act until a successor is appointed by the holders of a majority in amount of the indebtedness then secured hereby; such appointment shall be evidenced by the written and acknowledged instrument signed by the president of Leonard and Braniff or the holders of a majority in amount of said indebtedness or their attorneys in fact, as the case may be, which writing when filed in the office where this mortgage trust deed is filed shall constitute such appointee successor in trust hereunder who shall succeed to all the rights, privileges and duties created hereby. It is further agreed that at any time all of the outstanding bonds hereby secured are owned by and are registered in the name of one holder the trustee shall, on demand of such holder and exhibition of said bonds to the trustee, assign this mortgage trust deed to such holder and upon recording such assignment in the office where this mortgage deed is recorded, the assignee shall succeed to all rights, duties, and obligations of a successor trustee hereunder, and shall become registrar for the bonds secured hereby.

10. The mortgagor agrees to pay any taxes levied or assessed directly or indirectly on this trust deed or the debt secured hereby, except the amount to be paid under the present Oklahoma mortgage tax law which the trustee will pay; Provided, further, if any legislation or court decision shall make the payment of such tax by the mortgagor illegal or this provision therefor invalid, the trustee may declare the entire sum then secured hereby immediately due and payable and proceed to collect the same by foreclosure or otherwise.

11. Appraisement is waived.

12. Wherever in this indenture the word "mortgagor" appears, such word shall include the maker or makers of this mortgage trust deed and notes hereby secured and his, her and their heirs, executors, administrators and assigns, and the promises, covenants and agreement hereof shall inure to the benefit of the trustee, his successors and assigns.

The signers hereof have this day executed the principal notes herein described and have authorized the execution of the interest coupons thereto attached with a facsimile signature, which facsimile signature shall bind the makers of said notes as fully as if same had been signed in person.