

thereof, and the sheriff shall deliver to the clerk of the court ordering such distribution the portion distributable to any bond or coupon not presented, at the time of such distribution, the same to be paid to the holder of such coupon or bond upon presentation thereof, to such clerk, and any sum paid on any bond or coupon hereunder shall be credited thereon, and any sum distributable to any such bonds or coupons, the holder or holders of which purchase said property at any sale hereunder may be applied on the purchase price thereof.

5. As additional collateral to secure the payment of the indebtedness secured hereby, mortgagor hereby assigns to the said trustee all compensation or purchase money which may in any manner be receivable by mortgagor under agreements or by awards, under eminent domain law, or in taking said property for public use, and all profits, revenue, royalties, rents and benefits accruing to mortgagor from said premises, in any manner, including under any and all oil, gas, mineral or other leases now or hereafter placed thereon; this assignment to terminate upon the release of this mortgage trust deed, and in the event of any default by the mortgagor under this trust deed, the trustee shall be entitled to immediate possession of the said premises and to the appointment of a receiver without notice, which notice the mortgagor hereby waives.

6. It is further covenanted, promised and agreed that if and as often as this trust deed or the bonds secured hereby are placed in the hands of an attorney for collection the mortgagor will pay 10% of the amount then secured hereby as a reasonable attorneys fee, and that the trustee may at any time incur any expenses he may think proper in the execution of this trust, including the procuring of an abstract or an extension thereof, and the said attorneys 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 when filed in the office where this 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