

of property to facilitate the execution of said trust.

Ninth. It is further covenanted and agreed that the personal property herein before described and hereby conveyed, or intended so to be, shall be real estate for all the purposes of this instrument, and shall be held and taken to be fixtures and appurtenances of the mortgaged premises, and as a part thereof, and are to be used and sold therewith and not separate therefrom, except as herein expressly provided.

Tenth: The said Nixon Oil Company shall be permitted to alter, remove, sell or dispose of any buildings, fixtures, machinery or other appliances upon the mortgaged premises which cannot be advantageously used in the judicious operation and management of the business of said company, provided that no such sale shall be made if it exceeds the sum of \$10,000.00, unless the written assent of the trustee shall have first been obtained, and provided always that the said Nixon Oil Corporation shall, and it hereby agrees that in such case it will, replace any buildings, fixtures, machinery or other appliances removed, sold or otherwise disposed of, by acquiring, subject to this mortgage, other real estate, or placing upon the mortgaged property, subject to this mortgage, other buildings, fixtures, machinery or other appliances equal in value to the value of the property so removed, sold or otherwise disposed of, by acquiring, subject to this mortgage, other real estate, or placing upon the mortgaged property, subject to this mortgage, other buildings, fixtures, machinery or other appliances equal in value to the value of the property so removed, sold, or otherwise disposed of, or by paying to the trustee the appraised value of such property.

Eleventh: In case default shall be made in the payment of any interest or any of said bonds, secured hereby, as and when such interest shall become due and secured, such default shall continue for six months, or in case default shall be made in the payment of the principal of any of said bonds, when the same shall mature or otherwise become payable, then, and in every such case, the trustee may, and upon the request of the holders of 25% in interest of the bonds hereby secured and then outstanding, by an instrument or concurrent instruments in writing, signed by them or by their attorneys in fact duly authorized for that purpose, shall, with or without entry, sell all the premises, estate, property, rights and franchises hereby conveyed, or so intended to be, at public auction at Tulsa, Oklahoma, or other suitable place in the city of Tulsa, Oklahoma after giving notice of such sale as required by law, and also notice by publication in at least two newspapers published in Tulsa, Oklahoma, at least once a week for three consecutive weeks next preceding such sale, and from time to time to adjourn such sale or sales in his discretion, and without further notice to hold such adjourned sale or sales, and upon any sale or sales hereunder to make and deliver to the purchaser and purchasers of the premises, estate, property, rights and franchises so sold, a good and sufficient deed or deeds for the same, which sale shall be a perpetual bar both in law and in equity, against the said Nixon Oil Company, and all persons and corporations lawfully claiming, or so claim, by, to or under it, and, upon the making of any such sale, the principal of all the bonds hereby secured and then outstanding shall forthwith become due and payable, anything in said bonds to the contrary notwithstanding, and upon the making of any such sale, trustee shall apply the proceeds thereof as follows, to-wit:

1. To the payment of the costs and expenses of such sale or sales, including a reasonable compensation to such trustee, his agents, attorneys and counsel, and all expenses, liabilities and advances made and incurred by such trustee in managing and maintaining the property hereby conveyed, or intended to be, and all taxes and assessments superior to the lien of these presents.