

2. To the payment of the whole amount of principal and interest which shall then be owing or unpaid upon the bonds secured hereby, without any preference or priority whatever, whether the said principal by the tenor of said bonds, be then due or yet to become due; and in case of the insufficiency of such proceeds to pay in full the whole amount of such principal and interest owing and unpaid upon the said bonds, then to the payment of such principal and interest pro rata without preference or priority, but ratably, to the aggregate amount of such principal and accrued and unpaid interest.

3. To pay over the surplus, if any, to whomever may be lawfully entitled to receive the same.

Twelfth: It is further declared and agreed that the receipt or the trustee, who shall make the sale, hereinbefore authorized, shall be a sufficient discharge to the purchaser or purchasers at such sale for his or their purchase money; and such purchaser or purchasers, his or their heirs or assigns, or personal representatives, shall not, after paying such purchase money and receiving such receipt of the trustee therefor, be obliged to see to the application of such purchase money upon or for the trust or purposes of these presents, or be in any wise answerable for any loss, mis-application or non-application of such purchase money by the trustee.

Thirteenth: In case default shall be made in the payment of the principal or interest of any of said bonds, when the same shall become due and payable, or in the observance or performance of any covenant or condition in said bonds herein contained on the part of the party of the first part, and such default shall continue for three months, it shall be the duty of, and it is hereby made obligatory upon the trustee, upon the request in writing of holders of 25% in interest of said bonds hereby secured and then outstanding, and upon proper indemnification, to proceed forthwith to enforce the rights of said trustee and of the bondholders hereunder by sale or entry, or both, according to such requisition, or by judicial proceedings for such purpose, as he, being advised by counsel learned in the law, shall deem most expedient in the interest of the holders of the bonds secured hereby.

Fourteenth: The several remedies granted hereunder shall be cumulative and not exclusive one of the other, and shall be in addition to all other remedies to enforce the lien of these presents.

Fifteenth: In case of any default on its part, as aforesaid, the party of the first part shall not, and will not, apply for or avail itself of any appraisement, valuation, pay, extension or redemption laws, now existing, or which may hereafter be passed, in order to prevent or hinder the enforcement of foreclosure of this mortgage or absolute sale of the premises hereby granted free from any right of redemption, or the final and absolute putting into possession thereof immediately after such sale the purchaser or purchasers thereof, but hereby waives the benefits of all such laws.

Sixteenth: Upon the filing of a bill in equity or other commencement of judicial proceedings to enforce the rights of the trustee or of the bondholders under these presents, the said trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the property hereby mortgaged, and of the earnings, income, rents, issues and profits thereof, pending such proceedings.

Seventeenth: Upon payment when due of all the principal and interest of all the bonds which shall have been issued hereunder, trustees shall, upon the written request of the Nixon Oil Company enter satisfaction of this mortgage upon the records, and shall do, make, execute and deliver such deeds, acts, instruments or assurances as may be necessary to vest all the mortgage premises and property in the said Nixon Oil Company.