

said property, and any ~~surplus~~ plus remaining in the hands of the Trustee as the result of such use and management, shall be returned to the parties of the first part, or the parties entitled thereto.

DECREE OF FORECLOSURE. (c) The Trustee in its discretion may, and upon the written request of the holders of not less than a majority of the face value of the bonds hereby secured then outstanding shall, proceed in any court of competent jurisdiction to obtain a decree for the foreclosure and sale of the whole or any part of the property hereby conveyed, either in one lot as an entirety, or in such parts or parcels as the Court may direct.

SALE ON DEFAULT. (d) And if at the time of any such default the laws of the State of Oklahoma shall permit of a sale by the Trustee in any mortgages or deeds of trust of the land thereby conveyed without instituting foreclosure proceedings in any Court, then it is expressly agreed that the Trustee, either after entry is herein provided, or without such entry, may, and upon the request of the holders of a majority in face value of the bonds hereby secured then outstanding shall, sell, and dispose of the whole or any part of the property hereby conveyed, either in one lot as an entirety or in such parts or parcels as the Trustee may deem best, such sale or sales to be made at public auction to the highest bidder or bidders, for cash, at such place or places and at such time or times as the Trustee shall designate and the law permit, the Trustee first giving notice of the time, terms and place of such sale, and a brief description of the property to be sold, in the manner provided by the laws of the State of Oklahoma, in force at the time such notice shall be given, and if there shall be no such law then in force, then such notice shall be sufficiently given is published once a week for four successive weeks, in a newspaper published in said City of Tulsa, the last insertion to be not more than ten days ^{before} ~~after~~ the day of such sale, and if no newspaper shall be published in said City, then in a newspaper published in the City of St. Louis, State of Missouri.

OTHER REMEDIES. (e) The Trustee may take any other action which it deems advisable and to which it may be entitled either by court proceedings or otherwise, for the enforcement of such other legal and equitable remedies as may seem to it necessary or proper to protect its rights herein and the rights of the holders of said bonds.

REMEDIES CUMULATIVE. (f) Every remedy provided for in this indenture shall be cumulative in its effect and no acceptance or waiver of the performance of any of the obligations and no delay in enforcing such obligations shall be construed as a waiver of any default then, theretofore or thereafter existing in the performance of any other obligations.

(g) Parties of the First part hereby consent that any action to foreclose this mortgage may be brought in the County in which the land is situated and do hereby waive any objection to such venue of such action.

(h) In the event of a foreclosure of this mortgage and as often as any proceedings shall be taken to foreclose the same, as herein provided, first parties will pay to the plaintiff in such proceedings, a sum equal to 10% of the whole sum then due as attorney's fees, in addition to all other fees and costs, and the same shall be a further charge and lien upon said premises and the amount thereof shall be recovered in said foreclosure suit and included in any judgment or decree rendered in any action as aforesaid.

DISPOSITION OF PROCEEDS OF SALE. Section XV. The proceeds of any sale of the properties hereby conveyed, or any part thereof, whether such sale be made by the Trustee or under the order of any court, shall be applied as follows:

First. To the payment of all costs and expenses of executing this trust, in-