

assignment for the benefit of creditors, then the obligations of the Oil Corporation under said acceptance, shall become and be immediately due and payable, and upon the request of the Bank or of the holders of ten per cent (10%) in principal amount of the said acceptances or draft then outstanding, the Trustee is authorized to sell and shall sell the said Oil held by it under the terms of this agreement, at public sale to the highest bidder for cash at the front door of the County Court House in the City of Tulsa, County of Tulsa, and the State of Oklahoma, first giving at least ten days' written notice of the time, terms and place of said public sale, and the Oil to be sold, by the posting of such written notice in at least five public places in said County of Tulsa, in the State of Oklahoma. A copy of such notice shall be sent by the Trustee to the Oil Corporation at 25 Broad Street, New York, N.Y., by registered mail, posted at least ten days prior to the date of sale. All notice and publication thereof other than that hereinbefore required to be given and including that, if any, required by statute, is hereby expressly waived, but the Trustee may, at its option, give notice and conduct said sale in any manner provided for or permitted by the laws of Oklahoma. Demand for the performance of any covenant or agreement herein is also hereby expressly waived.

All Oil herein mentioned and referred to shall be merchantable oil or products thereof as hereinbefore defined.

The Oil Corporation will replace all Oil lost through any cause other than the negligence of the Trustee

At any sale, The Bank, any acceptor, purchaser, or any holder of any such acceptance, or draft, or the Trustee, may purchase the said Oil.

The Oil Corporation authorizes the Trustee in the event of sale, to execute and deliver to the purchaser a bill of sale conveying to the purchaser the Oil sold thereat; which bill of sale shall convey absolutely all of the right and title of the Oil Corporation therein, and any statement of facts or recital by the Trustee in relation to the nonpayment of the indebtedness secured to be paid the notice of sale, receipt of the money and execution of the conveyance to the purchaser shall be received as conclusive evidence of such facts as against the Oil Corporation

It is further understood and agreed by and between the parties hereto that in the event of any sale by the Trustee, the proceeds of such sale shall be applied, first to the payment of the reasonable and necessary expenses fees and advances of the Trustee and of the Bank pursuant to the provisions hereof and of the said acceptance agreement and in respect to the property or the sale of the Oil; second to the payment of the acceptances or drafts, principal and interest intended to be secured hereby; and the residue, if any, shall be paid to the Oil Corporation upon demand. In the event of any sale, the proceeds thereof shall immediately be deposited in The Chase National Bank of the City of New York as a trust funds, in the name of said Exchange Trust Company of Tulsa, Oklahoma, as Trustee, and shall be paid out and distributed only upon check duly signed by it as Trustee (after the payment of the expenses, fees and advances aforesaid), to the holders of said drafts or acceptances and/or said acceptors as his or their interest may appear which drafts or acceptances, upon payment thereof principal and interest, shall be surrendered to and cancelled by the Trustee; and all the residue of said fund; if any, after the payment of said acceptances, or drafts, shall be paid by the Trustee to the Oil Corporation. The Trustee may however and upon the request in writing of The Bank shall, in lieu of making the payments last hereinabove provided, pay said monies over to The Chase National Bank of the City of New York and the receipt of The Bank shall operate as a full and complete discharge of the Trustee from any further accountability with respect to the proceeds of said sale. The Trustee may rely upon the certificate of The Bank as to the ownership of any draft or acceptance and the amount to be paid to the holder or holders thereof.

The Trustee named herein hereby accepts the pledge and trust created by this agreement