

stituting the Trust Estate, and administer the same as herein provided, and the said Company hereby agrees to give peaceable possession of all of the said property immediately upon demand made therefor by the said Trustee.

In the event of any sale hereunder of personal property and chattels, including all machinery, material, appliances and equipment belonging to any plant or used in connection with the business of the Company and covered by this Indenture, or intended so to be, shall be considered as real estate for all the purposes hereof, and shall be held and taken to be fixtures and appurtenances of the leasehold estate of the Company in connection with which the same is used.

If the said Mortgagor defaults in making payment of any one of the aforesaid notes and interest thereon, or defaults in the full performance of any of the other terms, stipulations, covenants, conditions and agreements herein contained, then this Mortgage shall include and cover, subject to all the terms hereof, all oil of said Mortgagor, the Company, in storage or in pipe lines or wherever situated, located or credited, and the Trustee shall have full and absolute right to the possession thereof and shall be and hereby is expressly authorized to take possession and proceed as herein provided in reference to the other property hereby mortgaged.

In case of any sale of mortgaged property, whether under power of sale hereby granted, or pursuant to judicial proceedings, the purchase money, proceeds or avails, together with any other sums of money which then may be held by the Trustee hereunder, or be payable to him under any provision of this Indenture, or any other agreement, as part of the mortgaged property or as a part of the property or funds as security for the payment of the notes issued and outstanding hereunder, shall subject, to the provisions hereof, be applied as follows and in the following order;

1. To the payment of costs, expenses, fees and other charges of such sale, and a reasonable compensation to the Trustee, his agents, solicitors and attorneys, and to the payment of all expenses and liabilities incurred and advances and disbursements made by the Trustee or note holders, and including all court costs and all other expenses.
2. To the payment pro rata of all notes secured hereby.
3. The balance, if any there be, shall be paid to the Company, its successors and assigns, or whomsoever may be lawfully entitled to receive the same.

In case of any sale under foreclosure or power of sale of all or any part of mortgaged property, any note holder or the Trustee may bid for and purchase such property, and on compliance with the terms of the sale, may thereafter exercise all the rights of ownership.

If any one or more of the aforesaid events of default shall happen, the Trustee may, in his discretion, or upon the request of the holders of twenty (20) percent in amount of the notes at the time outstanding, shall cause the Trust Estate to be sold either as an entirety or in parcels at public auction in the Counties and State where located, at such time as the Trustee may fix. Before making any such sale the Trustee shall give notice of the time, and place of such sale by publication of the notice thereof once in each week for four consecutive weeks immediately preceding the date set for such sale, in a daily newspaper of general circulation published in the City of New York, State of New York, and in Tulsa, Oklahoma, and further notice mailed to the Company at Tulsa, Oklahoma, at least twenty (20) days before the date fixed for such sale, and no other notice of such sale or demand whatsoever to or upon the Company shall be necessary. The Trustee shall have the power to adjourn such sale, as, in his discretion, he may deem advisable.

In case of any sale whether under any power hereby granted, or pursuant to judicial proceedings, the principal of all the notes hereby secured, if not previously due, immediately thereupon shall become due and payable; anything in the notes or in this mortgage