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any other default or the breach of any other condition under the terms of said mortgage or deed of trust.

Then and in every such case, save in any case of default in payment of principal due, in which case the entire principal amount of the notes outstanding shall become immediately due and payable, without notice, the mortgagee, by notice in writing, forwarded to the Company by registered mail, addressed Oklahoma Gasoline and Oil Company, Roberts Building, Tulsa, Oklahoma, may declare the principal of all notes due, if not already due and payable, and, upon any such declaration, the same shall be forthwith and shall become and be due and payable, anything in the Indenture, or in the Notes contained to the contrary notwithstanding.

In case, upon the happening of any of the events of default aforesaid, if in his discretion the mortgagee shall proceed by a suit in equity or at law, the mortgagee shall be entitled, without notice of any kind to the Company, pending any such suit, as a matter of right, to a receivership of the Mortgaged Property and of the earnings, revenues, rents, issues, profits and income thereof.

In the event of default by the Company in the prompt payment of the aforesaid notes as and when the same become due and payable, and all interests thereof, or in default of any other obligation or condition herein contained, the said Mortgagee shall be entitled to the immediate possession of all of said Mortgaged Property and the said Company does hereby and by these presents authorize and empower the said Mortgagee, without notice and without the institution of any suit, to take possession of all of said property herein mortgaged, constituting the mortgaged property and administer the same, and the said Company hereby agrees to give peaceable possession of all of the said property immediately upon demand made therefor by the said Mortgagee.

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 her in contained, then this mortgage shall include and cover, subject to all the terms hereof and oil of said mortgagor, the Oklahoma Gasoline & Oil Company, in storage or in pipe lines or wherever situated, located or credited, and the mortgagee 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 mortgagee 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 these 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, including fees and expenses of solicitors and attorneys, and to the payment of all expenses and liabilities incurred and advances or disbursements made by the mortgagee, 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, or assigns, or whosoever 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, the mortgagee may bid for and purchase such property, and on compliance with the terms of the sale, may thereafter exercise all the rights of ownership.