

quest or for the benefit of the said First Party; provided, however, that if said party of the first part shall fail at any time to provide funds promptly with which to pay any notes, interest coupons, collection fees or other charges at the time and place when and where they are payable, then said Trustee may at its option purchase the same on its own behalf but not on behalf of the First Party.

MUTILATION. Section 10. In case any of said notes with coupons belonging thereto, prior to the payment thereof, shall be mutilated, destroyed or lost, a new note including coupons of like tenor and date, and bearing the same number, may, at the discretion of the First Party and the Trustee, be executed, certified and delivered in exchange upon the cancellation of any notes and coupons mutilated or in lieu of any note or coupon lost or destroyed, and upon evidence satisfactory to said First Party and the Trustee of the mutilation, destruction or loss of such note and coupons and of the ownership thereof, and upon indemnity being furnished to said First Party and the Trustee satisfactory to them.

ARTICLE 2-WARRANTY AND COVENANTS AS TO PROPERTY.

WARRANTY: Section 1. The party of the first part hereby covenants that said first party is possessed of all the property hereby conveyed, and has full power to convey the same as herein set out and will forever warrant and to defend the title to said property and the peaceable and quiet possession thereof against all and every person or persons lawfully claiming or to claim the whole or any part thereof.

TAXES, LIENS AND IMPROVEMENTS.

Section 2. Said party of the first part further covenants; that the estates and properties hereby conveyed and transferred are free and clear of all general and special taxes or assessments, mechanics' liens or encumbrances of any kind whatsoever prior to the lien thereof, and said party of the first part agrees to promptly pay and fully discharge, before they become delinquent, all general and special taxes, levies, assessments, liens and encumbrances of every nature whatsoever, which may during the term hereof be or become a lien upon or against the property hereby conveyed, or any part thereof, or against the improvements or fixtures now or hereafter erected thereon, and not to permit any mechanics' or other liens having priority over the lien of this indenture, to attach to any of said properties; and further to furnish annually to the Trustee receipts or other sufficient and satisfactory evidence of each payment, discharge and freedom from all general and special taxes, mechanics' or other liens or encumbrances.

COVENANTS REGARDING CONSTRUCTION OF BUILDING: Section 3, (A) The party of the First Part covenants that it will, on or before the 31st day of December, 1924, and in accordance with the plans and specifications prepared by George Winkler, architect, and filed with the Trustee, fully complete the construction and equipment of the eighteen-story hotel building now in course of construction on certain of the land hereby conveyed, and that it will, on or before said date, fully pay for such construction, equipment and building so that by said date said building shall be free and clear of every lien and claim whatsoever, except the lien of this indenture, and that the proceeds of the notes hereby secured (excepting that portion thereof which may be necessary to retire a loan of one hundred sixty thousand dollars (\$160,000) secured by a mortgage or deed of Trust in that portion of the property hereby conveyed and described as the south seventy seven and one half (77½) feet of lot four (4) in block 134 of the City of Tulsa) shall be employed exclusively in paying the cost of so completing the construction and equipment of said building and that if such proceeds or the balance thereof remaining on deposit with the Trustee shall at any time, in the opinion of the Trustee, be insufficient to pay such cost, the party of the first part shall, on demand, provide and deposit with the Trustee such