

notes contained, or if a Receiver of the Company or its property shall have been appointed or,

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(d) Default shall be made in the payment of any of the installments of principal or interest as and when the same become due and payable on two certain issues of notes secured by mortgages or deeds of trust, each dated the 6th day of March, 1923, in one of which Samuel L. Lubell, as Trustee, is grantee, and in the other the Anglo-Texas Oil Company is Mortgagee, and the grantor herein is grantor, or if there shall be a breach of any of the other conditions or covenants of either of the said mortgages or deeds of trust, which by the terms thereof shall work a default.

(e) If the Company shall become insolvent or bankrupt, go into liquidation either voluntarily or under order of court, of competent jurisdiction or make assignment for the benefit of its creditors;

Then and in every such case, save in any case of default in the payment of any principal <sup>due and which the case entitles principal</sup> amount of the notes then outstanding shall become immediately due and payable without notice, the Trustee, by notice in writing, forwarded to the Company by registered mail, addressed OKLAHOMA GASLINE & OIL COMPANY, 317 Roberts Building, Tulsa, Oklahoma may declare the principal of all notes, if not already due and payable, forthwith to be due and payable and, upon any such declaration, the same shall forthwith become and be due and payable any thing in this indenture or the notes contained to the contrary notwithstanding, but such default may be waived on terms and conditions satisfactorily to the Trustee.

If any one or more of the aforesaid events of default shall happen, the security hereby created shall become enforceable, and the Trustee may, at his discretion, either personally or by his agent or attorneys, take immediate possession of all or any part of the Trust Estate, enter into or upon the same and use, manage, and enjoy the same, conduct the business of the Company, employ such managers, servants, agents, and attorneys as he may deem proper, may maintain and restore the Trust Estate by purchase, construction, repair, or otherwise, may insure and keep insured all buildings, structures, plants and machinery, equipment and appliances and other property comprised in the said Trust Estate, or provided for their use in connection with the same, and may generally do all things necessary for the proper maintenance and management thereof and may let or demise the Trust Estate or any part thereof upon such terms and subject to such stipulations as the Trustee shall deem best, and may enter unto any other arrangements and agreements respecting the Trust Estate and the operation and maintenance thereof in all respects as if he were absolutely entitled thereto without being responsible for loss or damages, and may collect and receive all earnings, accounts, revenues, income profits thereof, and apply the money so received as follows:

1st. To the expense of such operation, including reasonable compensation for the service of such Trustee, and for the services of his counsel, agents, and employees.

2nd. To the maintenance, management and operation of the property, including the payment of insurance premiums, taxes assessments and other governmental charges and of other expenses or maintenance and operation.

3rd. To the payment pro rate of all interest that may be due and in default upon such notes, including the interest on any overdue installments of interest.

5th. To the payment pro rate of any amount of principal that may be due and in default upon said notes.

In case, upon the happenings of any of the events of default aforesaid, <sup>if</sup> in his discretion the Trustee shall proceed by a suit in equity or at law, the Trustee 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 Trust Estate and of the earnings, revenues, rents, issues, pro-