

compensation to the Trustee, his agents, solicitors and attorneys, and to the payment of all expenses and liabilities incurred and advances or disbursements made by the Trustee or note holders, and including all court costs and all other expenses. COMPARED

2. To the payment pro rate 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 the 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.

In 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) per cent in amount of the notes at that time outstanding, shall cause the Trust Estate to be sold either as an entirety or in parcels at public auction in the Counties and States 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 proceeding 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 of the notes hereby secured, if not previously due, immediately thereupon shall become due and payable; anything in the notes or in this Mortgage contained to the contrary notwithstanding.

Any sale or sales made under or by virtue of this Indenture shall operate to divest all right, title, interest, claim, and demand whatsoever, either at law or in equity, of the Company in or to the property so sold, and shall be a perpetual bar, both at law and in equity against the Company, its successors or assigns, and against any and all persons claiming or to claim the property sold, or any part thereof, by, through, or under the Company, its successors or assigns.

No delay or omissions by the Trustee or any holder of the notes hereby secured to exercise any rights or powers acquired upon any event of default shall exhaust or impair any such right or power or shall prevent its exercise during the continuance of such default, or be construed to be a waiver of such default, or acquiescence therein, nor shall any such delay or omission extend to or be taken to effect any such subsequent default or to impair the rights resulting therefrom. Every power and remedy given hereunder to the Trustee or to the noteholders may be exercised from time to time and as often as may be deemed expedient by them, and no remedy hereunder is intended to be exclusive of any other remedy; but each and every such remedy shall be cumulative and in addition to any and every other remedy given hereunder or otherwise existing.

Every owner of any of the notes hereby secured accepts the same subject to the express understanding and agreement that every right of action, whether at law or in equity, upon or under this Indenture, is vested exclusively in the Trustee, and under no circumstances does the holder of any note have any right whatever to proceed independently of the Trustee in the enforcement of the terms, conditions and stipulations herein, except in case of the refusal on the part of the Trustee to perform any duty imposed upon him by this Indenture.