

days after such default and demand hereinafter mentioned in Article Ten, and if default be not waived as hereinbefore provided, or in case of default in payment of the principal of any of the said bonds at their respective maturities, the Trustee may proceed in any court having jurisdiction against the Party of the First Part, to obtain a decree for the foreclosure and conveyance of the whole or any part of the real estate hereby mortgaged, either in one lot or as in entirety, or in such parts and parcels as the court may order and direct, or the Trustee may institute and carry out any other proceedings authorized by the law for the enforcement of said coupons and bonds. In the event of any such default in lieu of foreclosure of this Indenture in court, after entry as herein provided or without such entry, the Trustee may himself sell and dispose of the whole or any part or parcel thereof as the Trustee may think best, such sale or sales to be at public auction, to the highest bidder or bidders, for cash, at the front door of the then Court House in the County of Tulsa, State of Oklahoma, and at such time as the Trustee shall appoint, said Trustee first giving notice of time, terms and place of such sale and the property to be sold by advertisement in the manner then required by law for foreclosure sales under mortgage. With all proceeds of any foreclosure sale, or other proceedings, the Trustee shall pay first, the costs of such suit, all costs of advertising, sale and conveyance, including reasonable sums for attorneys' and solicitors' fees incurred; second, reasonable compensation to the Trustee, (all of said fees to be fixed by court and charged as costs of the suit, if the lien hereof is enforced in court, otherwise by the Trustee); third, all money advanced as herein authorized, with interest; fourth, all matured unpaid interest coupons; fifth, all interest accrued on bonds then outstanding hereunder, from time of maturity of last matured interest coupon; sixth, all of the principal of said bonds then outstanding, if proceeds be sufficient therefor, otherwise such prorata part of said bonds as the balance of said proceeds will cover; seventh, if any surplus remain, then such surplus the Trustee shall pay the said Party of the First Part, upon reasonable request. It shall not be obligatory upon the purchaser or purchasers at any sale so made to see to the application of the purchase money. The Trustee, or the court in which foreclosure proceedings may be had, may from time to time adjourn any sale or sales to be made under this indenture, by announcements at the time and place appointed for such sale or sales, and thereupon without further notice or publication, such sale may be made at the time and place to which the same may be so adjourned.

THE TRUSTEE is hereby appointed the true and lawful attorney-in-fact of the Party of the First Part, irrevocably and by way of a power coupled with an interest, in the name and stead of the Party of the First Part, to make all proper and necessary deeds, conveyances and assignments of the property thus sold under and by virtue of said foreclosure or other proceedings, and the said Party of the First Part does hereby ratify and confirm all that said attorney may lawfully do by virtue thereof.

At any such sale made pursuant to the power herein granted, or by judicial authority, any holder of any of the bonds may bid for or may purchase any property sold hereunder, and in the event of purchase by him, shall be allowed credit as so much cash paid, for so much of the purchase money as shall be a proper share of dividend to which the bond and said coupons held by him shall be entitled from the purchase price.

Upon any foreclosure sale being made of the mortgaged premises under this Indenture the principal of bonds hereby secured then outstanding, if not already due and payable, shall at once become due and payable, whether or not notice has been given declaring the