

461

by counsel, or in any way defend such suit or other proceedings until reasonably indemnified in so doing, but he may appear and defend such suit or proceedings without indemnity if he elects to do so. Said Trustee shall be entitled to be reimbursed for all proper outlays of every sort or nature by him made or incurred in the acceptance and discharge of the trusts hereunder; and said Trustee is to receive reasonable and proper compensation for any duties that he may at any time perform in the discharge of said trusts; all such outlays, damages, disbursements, and compensations, shall constitute a lien on the mortgaged property prior to any of the bonds and coupons hereby secured.

In case at any time it shall be necessary or proper for the Trustee to make any investigation respecting any fact to taking or not taking any action, or doing or not doing anything hereunder, the certificate of the Party of the First Part, duly signed, shall be sufficient evidence to protect the Trustee in any action that he may take by reason of the supposed existence of the supposed fact.

ARTICLE TWELVE: The Trustee herein may resign or discharge himself in writing to the Party of the First Part, given one (1) month before such resignation is to take effect, or such shorter times as the Party of the First Part may accept as sufficient notice, and in case of a vacancy in the office of said Trustee the successor or successors may be the holders of a majority of the bonds then outstanding be appointed by an instrument in writing, duly signed and acknowledged by them, which instrument shall be recorded in the office of the Recorder of Deeds in said County of Tulsa, State of Oklahoma, or whatever office or officers at that time, by the laws of Oklahoma, shall have the lawful custody of the Records of Deeds and Mortgages in said County; and in case such majority shall not agree upon the appointment of a new Trustee, or Trustees, within thirty (30) days after the vacancy shall occur, then the Party of the First Part, or the holder of any of said bonds, may apply to any court of competent jurisdiction in said County of Tulsa, State of Oklahoma, for the appointment of a new Trustee or Trustees, upon such notice as said court shall prescribe, to be given in such manner and upon such notice as shall be in accordance with the rules and practices of the court, and such Trustee or Trustees so appointed shall on his, or their, acceptance of such appointment without any further assurance be vested with all the powers, rights, estates and interest granted and conferred upon the Trustee herein named, Such new appointment may be made successively from time to time as often during the continuance of the trust hereby created as occasion may arise.

ARTICLE THIRTEENTH: Said Party of the First Part further agrees to deposit on the first day of each month, commencing with the first day of April, 1924, in the Exchange National Bank, of Tulsa, Oklahoma, the sum of Six Hundred Twenty-five Dollars (\$625.) to be used for the payment of principal and interest on the above mentioned bonds, falling due the following year. Such deposits to continue until all said bonds above mentioned have been paid in full.

ARTICLE FOURTEENTH: That all the instruments of title, abstracts, surveys, and so forth, pertaining to said property, shall be the property of said Trustee, until said bonds are fully satisfied and paid.

Article Fifteenth: AS AN INDUCEMENT TO OBTAIN THE FOREGOING LOAN the Party of the First Part has represented and does hereby represent that each of the facts herein set forth is true. that the moneys advanced upon this security have been so advanced upon the faith of the truth of such representation, to-wit: