

COMPARISON

or any substitute trustee appointed hereunder, either after entry as herein provided, or without such entry, may, and upon the request of the holders of a majority in face value of the bonds hereby secured then outstanding shall, sell and dispose of the whole or any part of the property hereby conveyed, either in one lot as an entirety or in such parts or parcels as the Trustee or substitute Trustee may deem best, such sale or sales to be made at public auction to the highest bidder or bidders, for cash, at such place or places and at such time or times as the Trustee or substitute Trustee shall designate and the law permit, the Trustee or substitute Trustee first giving notice of the time, terms and place of such sale and a brief description of the property to be sold, in the manner provided by the laws of the State of Oklahoma, in force at the time such notice shall be given, and if there shall be no such law then in force, then such notice shall be sufficiently given if published once a week for four successive weeks in a newspaper published in said City of Tulsa, the last insertion to be not more than ten days before the day of such sale, and if no newspaper shall be published in said city, then in a newspaper published in the City of St. Louis, State of Missouri.

## ASSIGNMENT OF INSURANCE.

(e) The parties of the first part hereby constitute and appoint the Trustee as the Attorney-in-Fact of the parties of the first part, and expressly authorize and direct such Attorney to assign to any purchaser at foreclosure sale any policies of insurance on the mortgaged premises in force at the time of sale, and to receive the consideration for such insurance and apply the proceeds thereof as part of the proceeds of the foreclosure sale of said property.

## OTHER REMEDIES.

(f) The Trustee may take any other action which it deems advisable and to which it may be entitled either by court proceedings or otherwise, for the enforcement of such other legal and equitable remedies as may seem to it necessary or proper to protect its rights herein and the rights of the holders of said bonds.

## REMEDIES CUMULATIVE.

(g) Every remedy provided for in this indenture shall be cumulative in its effect and no acceptance or waiver of the performance of any of the obligations and no delay in enforcing such obligations shall be construed as a waiver of any default then, theretofore to thereafter existing in the performance of any other obligations.

## JUNIOR LIENS WAIVED.

SECTION XV. Said parties of the first part and all other persons and corporations hereafter claiming by, through, or under them, or who may at any time hereafter become entitled to any lien or liens, charge or demand upon or against the property hereby conveyed, or <sup>of</sup> any part thereof, junior or subject to the lien hereby created, do hereby expressly waive and release all right to have the property and estate hereby conveyed or the proceeds thereof, or any part thereof, marshaled upon any foreclosure or other enforcement hereof, or otherwise; and the Trustee herein, as well as any court in which proceedings may be brought or pending for the foreclosure or enforcement of these presents, or for the administration of the trust hereby created, shall have the right to sell or direct the sale of the entire property here