

the rights aforesaid; and (5) shall be entitled as of right, without notice, to the appointment of a receiver of the mortgaged and pledged property or any part thereof, and the Companies and each of them do hereby irrevocably consent to such appointment. The Trustees shall take any such action under clauses (b), (c), (d) and (e), if requested so to do by the notes then outstanding hereunder, and after receiving indemnity satisfactory to the Trustee.

SECTION 3. The Companies and each of them covenant that (1) in case default shall be made in the due and punctual payment of any interest on any note hereby secured, and such default shall continue for a period of sixty days; or (2) default shall be made in the due and punctual payment of the principal of any note hereby secured when the same shall have become payable, whether at the maturity of said note or by a declaration as authorized by this Indenture, or upon a sale, as set forth in Section 8 of this Article Six--then, upon demand of the Trustees, or either of them, the Oklahoma Company will pay to the Trustee, for the benefit of the holders of the notes and coupons hereby secured and then outstanding, the whole amount then due and payable on all such notes and coupons then outstanding, for interest or principal, or both, as the case may be, with interest upon the overdue principal and the overdue installments of interest at the rates specified in said respective notes; and, in case the Oklahoma Company shall fail to pay the same forthwith upon such demand the Trustees, or either of them, in their own names or name and as trustees or trustee of an express trust, shall be entitled to recover judgment against the Oklahoma Company for the whole amount so due and unpaid.

The Trustees, or either of them, shall be entitled to recover judgment as aforesaid, either before or after or during the pendency of any proceedings for the enforcement of the lien of this Indenture, and the right of the Trustees, or either of them, to recover such judgment shall not be affected by any entry or sale hereunder, or by the exercise of any other right, power or remedy for the enforcement of the provisions of this Indenture or the foreclosure of the lien thereof, and in the case of a sale of the mortgaged property and of the application of the proceeds of sale to the payment of the indebtedness hereby secured, the Trustees, or either of them, in their own names or name and as trustees or trustee of an express trust, shall be entitled to enforce payment of and to receive all amounts then remaining due and unpaid upon any and all of the notes and coupons hereby secured then outstanding--for the benefit of the holders thereof, and shall be entitled to recover judgment for any portion of the indebtedness remaining unpaid, with interest, as aforesaid. No recovery of any such judgment by the Trustees, or either of them, and no levy of any execution upon any such judgment upon the mortgaged property or any part thereof, or upon any other property shall in any manner or to any extent affect the lien of this Indenture upon the mortgaged property or any part thereof, or any rights, powers or remedies of the Trustees hereunder or any lien, rights, powers or remedies of the holders of the notes hereby secured, but such lien, rights, powers or remedies shall continue unimpaired as before.

Nevertheless, the foregoing provisions in this Section 3 of Article Six, and the powers hereby granted to the Trustees, or either of them, are strictly subject to the limitation that, if by the commencement of any action at law to recover judgment for any amount due and unpaid upon said notes or coupons, or otherwise due hereunder, or by the exercise of any other remedy prior to or concurrently with proceedings to enforce the lien of this Indenture upon the mortgaged premises, the lien of this Indenture upon any of the mortgaged premises or the security hereby provided for would under the provisions of any statute or other law, be surrendered, waived or lost, despite the foregoing provisions in this Section 3 of Article Six, the Trustees, or either of them, shall not have power to commence such action at law or to exercise such prior or concurrent remedy.