

except any taxes, assessments or other superior liens subject to which such sale shall have been made. SECOND.--- To the payment of the whole amount then owing and unpaid upon the principal and interest of the notes hereby secured and then outstanding, with interest on the principal and on the overdue installments of interest, at the rates specified in said respective notes, and, in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon the notes, then to the payment of such principal and interest, without preference or priority of principal over interest or of interest over principal or of any installment of interest over any other installment of interest ratably to the aggregate of such principal and the accrued and unpaid interest, subject, however, to the provisions of Section 3 of Article Three hereof. Such payments shall be made on the date fixed therefor by the Trustee, upon presentation of the several notes and coupons and stamping thereon the amount paid if such notes and interest thereon be only partly paid, and upon surrender and cancellation thereof if fully paid. The overplus of the purchase money, if any, shall then be paid to the Oklahoma Company or whomsoever shall be lawfully entitled thereto.

SECTION 7. In case of any such sale of the mortgaged and pledged property, or any part thereof, whether under any power herein contained, or by virtue of any judgment or decree, any noteholder or noteholders, or the Trustees, or either of them, may bid for and purchase such property, and upon compliance with the terms of sale, may hold, retain, possess and dispose of such property in their own absolute right, without further accountability, and shall be entitled, for the purpose of making settlement or payment of the property purchased, to use and apply any notes and any matured and unpaid coupons hereby secured (subject to the provisions of Section 3 of Article Three), by presenting such notes and coupons, in order that there may be credited thereon the sum apportionable and applicable thereto out of the net proceeds of such sale; and thereupon such purchaser shall be credited on account of such purchase price payable by him, with the sum apportionable and applicable out of such net proceeds, to the payment of or as credit on the notes and coupons so presented.

SECTION 8. Upon any sale of the mortgaged and pledged property under any of the provisions of this Article, all notes then outstanding, if not previously due shall forthwith be and become due and payable.

SECTION 9. No holder of any note or coupon hereby secured shall have any right as such holder to institute any suit, action or proceeding in equity or at law, on account of any such note or coupon, or for the foreclosure of this Indenture or for the execution of any trust hereof, or for the appointment of a receiver, or for any other remedy hereunder, or by reason hereof, all rights of action hereunder and on account of the notes and coupons hereby secured being vested exclusively in the Trustees, except in case of refusal or neglect of the Trustees to act after default and within thirty (30) days after request by noteholders and tender of indemnity as herein provided, and after reasonable opportunity thereafter, to institute such suit, action or proceeding, and provided further that nothing herein contained shall be deemed to prevent any noteholder on the maturity thereof, according to the terms thereof, from the proceeding to collect the amount due on his note if the same has not been theretofore paid.

SECTION 10. No remedy herein conferred upon or reserved to the Trustees, or either of them, is intended to be exclusive of any other remedy or remedies; but each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default continuing as aforesaid, shall impair any such right or power or shall be construed to be a waiver of any such default, or acquiescence therein; and every such right and power may be exercised from time to time and as often as