

be construed as making Exchange Trust Company liable for any defect of title or existing lien or encumbrance upon the property hereinbefore described, the Trustee making no representations as to the title of the property above mortgaged.

It is further expressly agreed that any of said bonds so issued and certified, and herein provided, may be registered in the name of the owner on the books of the Trustee, at its office in the City of Tulsa, such registry being noted on said bond by the proper officer of said Trustee, and shall become an obligation of the Company, and valid and effectual in the hands of the registered owner only. The owner of an registered bond may at any time transfer the ownership thereof, but such transfer shall not be effectual as a transfer of the obligation of the Company until said bond shall be registered in the name of the transferee, and upon and after any registration said bond shall become and be the obligation of the Company, and become valid and effectual in the hands of the last registered owner only, until such bond shall be transferred to bearer and registry of such transfer, after which it shall be payable to bearer.

It is further expressly agreed by and between the parties hereto that if any default be made in the payment of any part of either of said bonds, or interest coupons when the same becomes due, or in case of default in the payment of any installment of taxes or assessments upon said premises for local improvements or other purposes, or the premium for said insurance when the same becomes due, or in case of the breach of any covenant or condition herein contained, the whole of said principal sum named herein and interest thereon, and all other items which this mortgage secures, shall become immediately due and payable; and in case said default shall continue for a period of thirty (30) days, the holder or holders of twenty-five per cent (25%) of the bonds so in default of the payment of principal or interest may thereupon notify the Trustee of such default and of its continuance for thirty (30) days, and the Trustee shall forthwith proceed to foreclose this mortgage, and in case the Trustee shall foreclose this mortgage, then in that event the Company agrees to pay to the Trustee a reasonable attorney fee and all other expenses of such foreclosure, and may deduct the attorney fees and expenses from the funds received from the sale of said property before disbursing said funds to the owner or owners of said bonds.

It is also agreed that in the event of any default in the payment or breach of any covenant or condition herein, the rents and profits of said premises are pledged to the party of the second part as Trustee, or its successors, as additional collateral security, and upon the institution of proceedings for foreclosure of this mortgage, the plaintiff therein shall be entitled to have a receiver appointed by the Court to take possession and control of the premises described therein, and to collect the rents and profits thereof under the direction of the Court, and any amount so collected by such receiver shall be applied under the direction of the Court to the payment of any judgment rendered for the amount found due upon the foreclosure of this mortgage.

It is further agreed that when the Company shall have paid all of said bonds, together with the interest thereon, as evidenced by said coupons, and duly performed all of the terms and conditions of this instrument to be performed by the Company hereunder, and shall have delivered to the Trustee for cancellation all of said bonds, or shall have deposited with the Trustee sufficient money to pay all of said outstanding bonds, together with the interest thereon, the trust hereunder shall cease, this mortgage shall become void, and the Trustee shall at the Company's expense release said mortgage.

IN TESTIMONY WHEREOF the party of the first part has caused its corporate name to be subscribed by its President, and attested by its Secretary, the day and date first above written.