

in the performance of the terms and conditions of said deed of trust of date November 1st 1920, said Continental and Commercial Trust and Savings Bank and William P. Kopf, as Trustees thereunder, became and were entitled to declare all the notes issued and outstanding thereunder due and payable and to foreclose the said mortgage or deed of trust for the benefit of the holders of said notes outstanding thereunder; and

**COMPARED**

WHEREAS, said Continental and Commercial Trust and Savings Bank and William P. Kopf, as Trustees, pursuant to the request of the holders of more than twenty per cent of the bonds outstanding under and secured by said mortgage or deed of trust of date June 15, 1919, and pursuant to their own election as they were empowered to do under said deeds of trust, on the 8th day of December, 1921, filed in said United States District Court for the Eastern District of Oklahoma their bill of complaint in the above entitled cause against said Midco Transportation Company to foreclose said mortgages or deeds of trust of date respectively June 15, 1919, and November 1st, 1920; and

WHEREAS, such proceedings were thereafter duly had and taken in said cause that on the 6th day of December, 1922, a certain decree of foreclosure and sale was entered by the said United States District Court for the Eastern District of Oklahoma, wherein and whereby it was adjudged and decreed that said Midco Transportation Company pay or cause to be paid within six months after the entry of said decree the certain amounts therein found to be due under said mortgages or deeds of trust and in default of such payment within said time, that all and singular the property, rights, franchises and other properties of said Midco Transportation Company and of the Receiver of said Company, including all the rights, franchises and other properties of every and any kind and nature in said decree described should be sold without valuation or appraisement by F. B. Dillars as Special Master Free from any right of redemption, stay or extension in the manner provided in said decree, to which decree and all subsequent orders entered in said cause and to all of the proceedings and records in said court reference is hereby made for greater certainty; and

WHEREAS, neither said Midco Transportation Company nor any one for its account did within the time fixed in said decree or at any other time make payment of said sums of money or any part thereof; and

WHEREAS, in said cause F. B. Dillars was appointed Special Master to execute said decree and make the sale therein provided to be made and to execute and deliver deed or deeds of conveyance to the purchaser or purchasers of the property upon the payment of the purchase price thereof, as in said decree provided; and

WHEREAS, said F. B. Dillard, Special Master appointed as aforesaid to make said sale, gave due public notice in pursuance of said decree according to law of the time and place of the sale under said decree and of the terms of said sale and made due compliance with all the provisions of said decree relating thereto; and in pursuance of the decree and an order of said court entered on the 24th day of October, 1923, did duly sell at public auction on Monday, December 17, 1923, at two o'clock in the afternoon of said day at the front door of the court house of the County of Osage in the City of Pawhuska in the State of Oklahoma, to Morris Stern, being the highest and best bidder at said sale, all and singular the properties of every kind and description in said decree mentioned and directed to be sold at and for the sum of \$220,000.00; and

WHEREAS, said F. B. Dillard, the Special Master appointed to make said sale, did duly make and file his report of said sale to said court on the 18th day of December, 1923, and by decree entered in said cause on the 22nd day of January, 1924, said sale and report were in all things ratified, approved and confirmed and made absolute, subject to the terms and conditions of said decree of foreclosure and to the due performance by the said purchaser or his assigns of all the obligations therein prescribed; and