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a week for three (3) consecutive weeks, next preceding such meeting, in a newspaper published in the City of Tulsa, Tulsa County, State of Oklahoma, calling such meeting to be held in the City of Tulsa, State of Oklahoma; and by mailing said notices of the same to each of the registered Bond-holders, not less than ten (10) days before the date of such meeting. At the time and place specified in such notice, the holders of such Bonds in such meeting assembled, shall organize and proceed to elect a suitable Corporation to act as Trustee under this agreement and a majority in amount of such Bonds legally represented at such meeting, shall be competent to elect such new Trustee and the Corporation so elected shall immediately, upon election and upon its acceptance in writing of such trust, become vested with all of the estate, rights, powers and duties of the present TRUSTEE herein, and shall be entitled to receive from the present TRUSTEE, or its legal representatives, all monies, mortgages, and assurances appertaining or relating to the Trust herein created and the due execution thereof.

COMPARED

SEVENTEENTH; It is covenanted and agreed by the parties hereto and of the holders of the Bonds hereunder, as a condition precedent to the acceptance of said Trust by said Trustee, or any successor thereof, as follows:-

It is hereby understood and agreed that all of the covenants, agreements, conditions and privileges contained in prior First Mortgage and Deed of Trust made, executed and delivered upon the First day of May, A.D. 1924, by and between the CORPORATION, and THE MICHIGAN TRUST COMPANY and NOYES L. AVERY, TRUSTEES, of Grand Rapids, Michigan, which Mortgage and Deed of Trust has heretofore been recorded in the office of the County Clerk and Ex-Officio Register of Deeds in and for Tulsa County, State of Oklahoma, as a prior lien to the lien created by this Second Mortgage and Deed of Trust. And that all of the covenants, agreements, conditions stipulations and promises hereinabove mentioned are made by the Corporation and accepted by the Trustee, on behalf of the owners and holders of Bonds issued hereunder, subject to said First Mortgage and Deed of Trust, and to the rights and privileges of the owners and holders of all Bonds issued and outstanding under said First Mortgage and Deed of Trust.

EIGHTEENTH; The TRUSTEE shall not be answerable for any act, default, neglect or misconduct of any of its Agents or employees, by it appointed or employed, in connection with the execution of any of said Trusts or in any manner answerable or accountable under any circumstances whatsoever, except for bad faith. The recitals herein or in the Bonds, as to priority of lien or any other matter whatsoever, are made by and on the part of the Corporation, and the Trustee assumes no responsibility for the correctness of the same.

It shall not be the duty of the TRUSTEE to file of record at any time, this DEED OF TRUST, or any other mortgages or Deeds of Trust, that may be required hereunder, nor to do any other act or acts suitable to be done for the creation or continuance of the lien or liens hereby intended, nor to effect insurance against fire, nor to renew any policies of insurance; nor keep itself informed as to the payment of any taxes or assessments, nor to require such payments to be made. The TRUSTEE may, however, at its direction, do any of these things. Nor shall the TRUSTEE be held responsible for the nature or amount of security mortgaged to it hereunder. The TRUSTEE shall not be compelled to take any action as TRUSTEE, under this mortgage, unless properly requested, and in every respect indemnified to its full satisfaction. The TRUSTEES shall be entitled to a reasonable compensation for its services rendered herein or in connection with this Trust. This compensation, together with any and all necessary and reasonable expenses, charges, counsel fees and other disbursements incurred by the TRUSTEE, in the discharge of its duties, and such shall be paid by the CORPORATION out of the Trust Estate upon which they are hereby made a lien prior to that of the Bonds