

part being hereby authorized to sue for and collect all moneys payable under such policies, and to hold and apply the proceeds thereof at its discretion either to the restoration of such improvements or to or towards the payment of said notes, or any of them.

Second. That they will pay or cause to be paid all taxes, assessments, charges, general or special, water rents and other municipal or governmental rates, charges or liens, or any of them, which may be lawfully assessed against the said premises, and that such payments will be made before the same become delinquent, and will pay all sums necessary to protect the property hereby conveyed and the title, possession or use thereof; and will present to the said second party at its office in Tulsa, Oklahoma, the official tax receipts for all taxes so paid.

Third: That they will maintain all improvements now or hereafter on said premises in a tenable condition, and will operate the same in a first class manner and make necessary repairs and alterations thereto from time to time, and keep the same free from waste and nuisances of any kind, and that no part of said building shall be operated, used or maintained in any manner which would violate any law of the United States, or the State of Oklahoma, or any ordinance of the City of Tulsa, or any lawful rules or regulations of any officer of department thereof.

Fourth: That, upon default by parties of the first part in the payment of any of said taxes, assessments, encumbrances, insurance premiums or other sums which may be necessary to be paid for the protection of the title and possession of said property, or the operation thereof or for services of agents or attorneys, then said party of the second part, or its successors or assigns, may make such payments, and the amounts so expended or advanced shall become debts due in addition to the indebtedness represented by said notes, and secured in

like manner by this mortgage, but having priority over said notes, and shall bear interest from the time of payment thereof at the rate of ten per cent (10%) per annum, and shall be repaid to said parties advancing the same upon demand. As between the parties hereto, their successors or assigns, the legality and validity of all taxes, assessments and liens shown by the usual public books and records shall thereby be conclusively established and proper and regular receipts for such other payments or advance shall be prima facie evidence of the validity of such claims and of the time and amounts of such payments.

Fifth: The said parties of the first part hereby expressly waive notice of election to declare the whole debt due as above stated, except that the owners of the undivided four-fifths interest in the fee simple estate shall be given thirty (30) days written notice of any default in the performance of the conditions hereof permitted or committed by the owners of the leasehold estate, and all of said parties hereby expressly waive the benefit of the stay, valuation and appraisal laws of the State of Oklahoma.

Sixth: That said party of the second part at its option may foreclose the mortgage on said leasehold estate without regard to whether it undertakes to foreclose said mortgage of said undivided four-fifths interest in the fee simple estate, but party of the second part shall not undertake to foreclose said mortgage of the four-fifths fee simple estate without at the same time foreclosing the mortgage on said leasehold estate.

Seventh: Every remedy provided for in this indenture shall be cumulative in its effect, and no acceptance or waiver of the performance of any of the obligations and no delay in enforcing such obligations shall be construed as a waiver of any default then, theretofore or thereafter existing in the performance of any other obligation.

Eighth: If said parties of the first part shall well and truly make all payments and perform all of the covenants and agreements herein and in said notes undertaken to be made or performed, then these presents and the estates hereby granted shall determine and be void; and, upon payment of all costs, charges, and expenses incurred by the Exchange Trust