

498

discretion to do, advance any money for the purpose of making payments or performing or securing the performance of any obligations herein undertaken to be made or performed by party of the first part, or, to protect the title or estate hereby conveyed or in the employment of agents or attorneys, all money so advanced or expended shall be charged and secured by this indenture, in the same manner as said bonds and coupons, but shall have priority over such bonds and coupons, and shall be repaid by first party upon demand, with interest at the rate of ten (10%) per cent. per annum. As between the parties to this indenture and purchasers of properties sold under any provision hereof the legality and validity of all taxes, assessments, and liens shown by usual public books or records shall be, by such books, conclusively established, and proper and regular receipts for such other payments or advances shall be prima facie evidence of the validity of such claims and of the time and amount of such payments.

WARRANTY

Section 7. The party of the first part hereby covenants that said first party is possessed of all the properties hereby conveyed, and has full power to convey the same as herein set out, and will forever warrant and defend the title to said properties and the peaceable and quiet possession thereof against all and every person or persons lawfully claiming or to claim the whole or any part thereof.

TAXES AND LIENS

Section 8. It is hereby covenanted and agreed by said party of the first part that the estates and properties hereby conveyed and transferred are free and clear of all general and special taxes and assessments, mechanics liens, or incumbrances of any kind whatsoever, prior to the lien hereof; that said party of the first part will promptly pay and fully discharge, before they become delinquent all general and special taxes, levies, assessments, liens, and incumbrances of every nature whatsoever, which may, during the lien hereof, be or become a lien upon or against the real property hereby conveyed or any part thereof, or against the improvements or fixtures now or hereafter erected thereon, and will not suffer any mechanics or other liens having priority over the lien of this indenture to attach to any of said properties and will file with the Trustees evidence satisfactory to it of such payment, discharge, and freedom from taxes, mechanics or other liens, or incumbrances.

ADDITIONAL CONVEYANCES

Section 9. Said party of the first part covenants to cause this deed and any instrument of further assurance, to be properly recorded, and, upon the request of the Trustees to do and to perform all acts necessary and proper to keep valid the lien hereby created or intended to be created, and as often as may be necessary to make, execute, and deliver to the Trustees such other or further deed or deeds, conveyances, or assurances as said Trustees may, upon advice of counsel, reasonably demand, for the purpose of carrying into full effect the objects and purposes of this indenture.

REPAIRS

Section 10. Party of the first part further covenants at all times to keep and maintain in good order and in tenantable condition all and every part of the buildings, improvements, and fixtures now or hereafter at any time erected or placed upon said premises during the lien hereof, and to maintain and operate, or cause to be maintained and operated any such buildings in a first class manner, and to make necessary repairs and alterations thereto from time to time and to keep the same free from waste and nuisances at any time and supplied with such power and equipment as may be necessary for the successful operation of said building and that no part of said building or buildings shall be operated, or used, or maintained in any manner which would violate any laws of the United States, or the State of Oklahoma, or any ordinances of the City of Tulsa, Oklahoma, or any lawful rules and regulations of any

COMPARED BY
RS and JH