

tion (except by the Trustee) of the powers and trusts of this indenture, or to any action or cause of action for the foreclosure hereof, or the appointment of a receiver, or any other remedy hereunder or upon such bonds or coupons.

Upon the filing of a bill in equity or other commencement of judicial proceedings to enforce the rights of the Trustee or of the holders under these presents, after default in the payment of any principal or interest on any of said bonds, or in the performance of any of the covenants or conditions contained in this Indenture, the Trustee in whose name such Judicial proceedings shall have been commenced shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the property hereby mortgaged, and of the earnings, income, rents, issues, and profits thereof.

The Hotel Company shall not, while any bonds secured by this mortgage are outstanding, apply for the appointment of a receiver of any property covered hereby.

ART. XIV.

In case of any sale under this mortgage or Deed of Trust, pursuant to the order or decree of a court, any holder or holders of bonds issued hereunder may bid for and purchase the property sold on equal terms with other persons. The purchaser or purchasers at any such sale, in making settlement therefor, or in payment of the purchase money bid, shall be entitled, on presenting any of said bonds, or over ~~due~~ ^{due} or unpaid coupons, to be credited on account thereof with the portion of the net proceeds of the sale which would be applicable to the payment of such bonds or coupons so presented, upon a just and proper distribution among the holders of the bonds secured hereby and outstanding after paying in money enough to cover the costs and expenses of the sale and of the proceedings relative thereto, and any unpaid charges, expenses, or compensation of the Trustee, and such other charges as the Trustee or the Court having jurisdiction of the proceedings may require to be paid in money. If the amount so applicable to the payment of the bonds and coupons shall be less than the amount due on said bonds and coupons, the receipt of such amount indorsed thereon shall be sufficient evidence of the application of such amount on such purchase price.

ART. XV.

Any request in writing or other instrument required by this indenture to be signed or executed by Bondholders may be in any number of concurrent instruments of similar tenor and date and made and signed by such bondholders in person or by attorney in fact.

Proof of the execution of any such request or other instrument and of the holding by any person of any of said bonds transferrable by delivery shall be sufficient for any purpose of this Indenture if made in the following manner:

(a) The fact and date of the execution by any person of any such request or any other instrument may be proved by the certificate of any notary public or other officer authorized to take acknowledgement of deeds to be recorded in Oklahoma, that the person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness to such execution.

(b) The amount of bonds transferrable by delivery, held by any person executing any such request or other instrument as the holder of bonds, and the amount and issue numbers of the bonds held by such person, and the date of his holding the same may be proved by a certificate in writing, executed by any trust company, bank, bankers, or other depository (wherever situate) whose certificate shall be deemed by the Trustee to be satisfactory, showing that such person had on deposit with such depository the bonds described in such certificate at the date therein mentioned. Such proof shall be conclusive in favor of the Trustee with regard to any action taken by him under such request