

or other instrument.

ART. XVI.

The Hotel Company shall and will at any time, upon the request of the Trustee, make, do, execute, acknowledge and deliver all such acts, deeds and assurances in law as may be reasonably advised or required for effectuating the intention of these presents, and for the better assuring and confirming unto the Trustee, and its successors or assigns in trust hereby created, upon the trust and for the purposes herein expressed, and its assigns, and all and singular, the premises, property, and rights hereby conveyed, mortgaged or pledged, or intended so to be.

ART. XVII.

Upon payment ~~when~~ due of the principal and interest for all the bonds which shall have been issued hereunder, or upon providing for such payment by depositing with the Trustee the entire amount of such principal moneys when the same shall be due and payable and the interest then due and unpaid, and any and all other amounts payable hereunder by the Hotel Company, together with all amounts reasonably necessary to procure a delivery and cancellation of all bonds secured hereby, the Trustee Shall, on demand of the Hotel Company, *and at the cost and expense of said Hotel Company* make, execute and deliver such deeds, acts, instruments, or assurances as may be necessary to vest the mortgaged premises and property in the Hotel Company, its successors or assigns, free and discharged from the lien of these presents, and up on production and proper cancellation of all bonds secured hereby will enter satisfaction of this mortgage upon the records.

ART. XVIII.

It is understood and agreed that the Trustee shall not be required to take any step in the execution of the trusts hereby created or in the enforcement of its rights and powers hereunder, if, in its opinion, such action will be likely to involve it in expense or liability unless one or more of said bondholders shall, as often as required by the Trustee, give it reasonable indemnity against the same, any thing herein contained to the contrary notwithstanding, and that the Trustee and its agents, attorneys, and counsel shall be entitled reasonable compensation for all services rendered in connection with the trusts hereby created, or in pursuance of the provisions of this indenture. The Hotel Company agrees to pay to the Trustee such compensation and also all expenses reasonably incurred by the Trustee hereunder, and the Trustee shall have a lien therefor upon the mortgaged property and the proceeds thereof.

The Trustee or any Trustee hereafter appointed hereunder, may resign and thereby become discharged from the trusts hereby created by Notice in writing to the Hotel Company and published for one or more times in a newspaper in the City of Tulsa at least thirty (30-) days before such resignation shall take effect; but such resignation shall take effect immediately upon the appointment of a new Trustee hereunder, if such new Trustee shall be appointed before the time limited by such notice.

No Trustee hereunder assumes any responsibility as to the power of the hotel Company to execute this mortgage, or the bonds secured hereby, or as to the value of the security offered by this mortgage.

In case at any time it shall be necessary or proper for the Trustee to make any investigation respecting any facts preparatory to taking or not taking any action, or doing or not doing anything as such Trustee, an affidavit of the President and Secretary of the party of the first part shall be conclusive of such facts to protect the Trustee in any action that it may take or may fail to take by reason of the supposed existence or non existence of any such fact.