

by the Trustee under the power of sale hereby granted and conferred, or under or by virtue of judicial proceedings, or of any judgment or decree of foreclosure and sale made by any court competent jurisdiction, the whole of the property hereby conveyed in trust shall be sold in one parcel including all the appurtenances thereto belonging and all the rights, title and estate hereby granted or intended so to be; and this provision shall bind the parties hereto and each and every of the holders of the notes and coupons hereby secured.

APPRAISMENT WAIVED

SECTION 4. And the Grantors do hereby expressly waive all rights to which they may be entitled under any laws of the State of Oklahoma, to have said property appraised or to have proceedings under this instrument stayed, or to redeem said property from any sale that may be made hereunder; and any sale that may be made by the Trustee pursuant to the provisions of this deed or pursuant to any decree of foreclosure entered in any proceeding for the purpose of the foreclosing of this instrument, shall be a perpetual bar to all rights of redemption on the part of said Grantor under any such law.

NOTEHOLDERS TO TAKE NO ACTION UNLESS TRUSTEE REFUSES

SECTION 5. It is hereby expressly understood and agreed that no suit or proceeding for the foreclosure of this mortgage shall be instituted or prosecuted by the holder of any note of the issue secured hereby, or intended so to be, or by the holder of any coupon of any such note, nor shall the owner of any such note or coupon institute any proceedings at law or in equity for the collection of the same until after the Trustee shall have been requested in writing to take such action, and an offer of satisfactory indemnity shall have been made to the Trustee, and it shall have refused or failed to comply with such request within thirty (30) days after the same shall have been made.

PURCHASER MAY USE BONDS IN MAKING SETTLEMENT.

ARTICLE XIII

In case of any sale hereunder, whether by the Trustee or pursuant to judicial proceedings, any and all purchasers in making settlement ^{or payment} shall be entitled to turn in any note and any matured and unpaid coupons hereby secured, estimating the value of such notes and coupons for that purpose, at the sum payable out of the proceeds of such sale, to the holder or holders of such notes and coupons as his or their ratable share of such net proceeds, after allowing for the portion of the total payment required to be made in cash for the costs and expenses of the sale, and all other charges; and if such share of the net proceeds shall be less than the amount then due upon such notes and coupons, such purchaser or purchasers may make such settlement by stamping or receipting on each note the amount to be credited thereon; and at any and every such sale, any or all of the noteholders may bid for and purchase such property, and upon compliance with the terms of sale may hold, retain and dispose of such property without further accountability therefor, and without any right of redemption on the part of the Grantors, or their successors or assigns.

WHEN DEBT IS FULLY PAID THIS TRUST TO CEASE AND MORTGAGE RELEASED.

ARTICLE XIV

SECTION 1. If the grantors, their successors and assigns, shall well and faithfully keep and perform all and singular the covenants and agreements of this indenture, and shall well and truly pay and discharge the debt and interest hereby secured and every part thereof, as and when the same shall respectively become due and payable according to the true tenor and effect of said notes and coupons and of this Indenture, then this deed and the trust herein created shall cease and become of no effect; and the property hereinbefore conveyed shall forthwith, on demand of the grantors, and at their cost and expense, be re-