

<sup>or receiver</sup>  
ceiver of the property hereby conveyed and of the earnings, issues, rents, and profits thereof; and such Trustee may, upon its own application or upon the application of any of the noteholders, be appointed such receiver.

#### PROPERTY TO BE SOLD IN ONE PARCEL

SECTION 3. In the event of any sale pursuant to the provisions hereof, whether made 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 of competent jurisdiction, the whole of the property hereby conveyed shall be sold in one parcel, including all the appurtenances thereto belonging, and all the right, 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 Grantor does hereby expressly waive all rights to which it 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 proceedings 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~~ <sup>not</sup> 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 Grantor, or its successors or assigns.

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

SECTION 1. If the Grantor its successors and assigns, shall well and faithfully keep and perform all and singular the covenants and agreements of this Indenture, and