

held and construed to mean and include the Tulsa Elks Building Association and the lawful successors and assigns of the grantor, being owners for the time being of the premises hereby conveyed. It is further understood that the words "Note" and "Notes" herein refer to the principal, and the words "Coupon" and "Coupons" herein refers to the interest thereon.

SECTION 2. The recitals of fact herein contained and contained in the notes hereby secured shall be taken as statements of the grantor, and shall not be construed as made by the Trustee.

Section 3. The foregoing powers of entry and of sale are cumulative to the other remedies to which the Trustee may be entitled and nothing herein contained shall be taken as depriving the Trustee of the right to proceed at law or in equity according to due course of law?

Section 4. The Mercantile Trust Company, signifies its acceptance of the trust hereby created by joining in the execution of this indenture.

Article XVII

Section 1. The grantor shall have the right to prepay and redeem any or all of the notes numbered respectively from six (6) to sixty (60) both inclusive, at any time before their respective maturities upon making a deposit with the Mercantile Trust Company, of the City of St Louis, Missouri, at least sixty (60) days before the date fixed for the payment thereof, or a sum sufficient to pay the Principal of the note or notes desired to be redeemed, with interest thereon up to the day fixed for such redemption, plus a premium of two per cent (2%) on the principal of each note so to be redeemed.

Such deposit must be accompanied by a written notice to the Mercantile Trust Company, specifying the amount of the notes to be so redeemed.

Upon ^{receiving} such deposit and notice the Mercantile Trust Company shall cause to be published, at the expense of the Grantor in one of the morning newspapers published in the City of St Louis, Missouri a notice at least four (4) times prior to the date fixed for such redemption, and such notice shall specify the numbers and amount of the notes to be redeemed and the date and place of their redemption.

Each and every of said notes numbered respectively from six (6) to sixty (60) both inclusive shall contain on the back thereof the following endorsement, namely.

"This note is subject to be paid at the election of the maker at any time before its maturity, by the payment of the Principal of this Note, together with the interest due and accrued hereon up to the date of such redemption, and a premium of two per cent (2%) on the Principal hereof.

Provided however, that notice of the intention of the maker to make such payment at the time specified shall have been published in one of the morning newspapers printed in the city of St Louis, Missouri, at least four (4) times prior to the date fixed for such payment, and that such payment will be made at the office of the Mercantile Trust Company in the City of St Louis Missouri, and this note shall cease to bear interest after the date of payment specified in such notice".

Section 2. Such deposit being made by the grantor with the said Mercantile Trust Company, and such notice having been given as above specified, no interest shall accrue on any of the notes to be redeemed by such deposit after the date fixed by such notice