

tates real and personal, and premises, possession of which may be so taken to the best advantage, and collect all tolls, fares and revenues therefrom and appropriate the net income and proceeds derived therefrom (after deducting the expenses of this trust, and such a sum or sums as may be sufficient for indemnifying the Trustee against any liability, loss, outlay or damage, for or on account of any matter or thing done by him in good faith and in pursuance of his duty as Trustee hereunder) to the payment in full without giving preference, priority or distinction to one bond over another of those secured by these presents, first, of all the interest due, and secondly, of the principal of all of the said bonds so issued and then outstanding, in full if such net income be sufficient, but, if not, then pro rata; and the Trustee in the same event may, and upon the written request of a majority in interest of the holders of said bonds, shall, after or without entering upon or taking such possession, sell the said railways, motors, machinery, electrical appliances, contracts and leases, shares of stock bonds, estates, real and personal, corporate rights and franchises, and all property herein and hereby conveyed, to the highest bidder at public sale in the city of Tulsa, Oklahoma, after first giving three month's notice of the time and place of such intended sale, by publication made twice each week in two daily papers, published in the City of Tulsa, or may adjourn said sale from time to time, in his discretion, and after such adjournment, may take said sale at the time and place to which the same may have been so adjourned and shall duly grant and convey the same by all necessary and proper instruments to the purchaser or purchasers at such sale free from the lien created by this mortgage, all and every the assets and properties hereby mortgaged, without liability on the purchaser's part to see to the application of the purchase money, or obligation to inquire into the necessity, expediency or authority of or for such sale, which sale so made as aforesaid shall be a perpetual bar both in law and in equity against the said Traction Company and against all persons claiming, or to claim the premises, properties ^{rights} and franchises, or any part thereof, or any right, title or interest therein by from, under or through the said Traction Company; and shall appropriate the purchase money, after deducting the expenses of the trust and a sum sufficient to indemnify the Trustee, as aforesaid, to the payment as aforesaid, first, of the interest due, and secondly of the principal of said outstanding bonds, in full, if such purchase money be sufficient, and if not sufficient, then pro rata; and in the event of there being in the hands of the Trustee any portion of the trust ^{estate} under this article, or the proceeds thereof, after payment in full of the principal and interest of the aforesaid bonds, and after deducting the expenses of this trust, and a sum sufficient to indemnify the ~~Trustee~~ Trustee as afore said, then the Trustee shall reconvey, retransfer and pay over the same to the said Traction Company, its successors and assigns, for its or their sole use and benefit.

ARTICLE FIFTH. It is hereby further agreed and provided that the rights of entry and sale hereinbefore granted, are intended as culmunative remedies, and shall not be deemed to deprive the Trustee or the beneficiaries under this trust, acting through such Trustee of any legal or equitable ^{remedy or} remedies by judicial proceedings appropriate to enforce the provisions of this instrument under the conditions set out below.

In case default shall be made in the payment of the interest on any of the bonds issued hereunder, and shall continue for the space of thirty days after the payment of such interest shall have been duly demanded by the persons entitled thereto or in case default shall be made in the payment of the principal of any of said bonds, when the same shall become due and payable as in this instrument provided, or in case default shall be made in the