

Tulsa Vitrified Brick & Tile Company's property and premises, or any of them, and to have, hold and use the same, and to work and operate by its receivers, servants, attorneys or agents, said plant; to make such repairs or alterations and improvements therein and thereto, as may seem judicious and convenient and to collect and receive all accounts, rents, incomes, issues and profits of said plant, and premises, and after deducting the expenses of operating the same and of any repairs, alterations or improvements, and the amount of tax or other charges or liens prior to the lien hereof and all other expenses in relation thereto, including just compensation for its or their services and for the services of its attorneys, agents and employees, shall apply the balance arising from such collections and receipts pro rata in or towards the payment of any interest due on said bonds then out-standing; and after paying all interest coupons due, shall apply in the same manner the residue of said money in or towards the principal of said bonds at that time out-standing and unpaid, and shall pay any surplus to the said the Tulsa Vitrified Brick & Tile Company, its successors or assigns, or as any court of competent jurisdiction shall order.

Article V. It is hereby agreed that it shall be the duty of the said trustee to execute the said power of entry or the power to declare such bonds due and payable or both, and to enforce the rights of the bond holders hereunder as follows:

If the said The Tulsa Vitrified Brick & Tile Company its successors or assigns shall make default in the payment of any such bonds or the interest thereon, or shall otherwise make default as provided herein, then upon the requisition in writing signed by the holder or holders of such bonds to an aggregate amount of not less than two-fifths ($\frac{2}{5}$) thereof then out-standing and unpaid, and a proper indemnification of said trustee by such holders against the costs and expenses by it to be incurred, it shall be the duty of said trustee to enforce the rights of the bond holders under these presents, to enter upon and take possession, charge and control of said premises and property herein described, as herein provided, and as shall be deemed by said trustee, ^{most efficient and advantageous for the holder or holders} of all of said bonds then out-standing and unpaid.

Article VI. For further protecting and securing the payment of the bonds hereinbefore mentioned, the Brick company hereby represents that at the execution of these presents, it has in full force and effect on the property hereby conveyed or mortgaged, boiler and employer's liability insurance in the sum of twenty five thousand (\$25,000.00) dollars, and the said brick company hereby covenants and agrees that it will keep and maintain in full force and effect on said property, such insurance in said amount until all the aforesaid bonds shall have been paid in full.

Article VII. It is agreed that whenever the said brick company shall have paid or caused to be paid or cancelled, all of the said bonds and interest coupons, and shall have satisfied any other indebtedness or obligation arising hereunder, and shall have kept and performed all other contracts, acts and agreements provided to be performed herein on its part, then, or at any time thereafter, on reasonable demand made by the said brick company, its successors or assigns, the said the Colonial Trust Company shall release or re-convey to the said brick company, its successors or assigns, all and singular the rights, property, titles and appurtenances herein conveyed or encumbered, provided that all the expenses of such release and re-conveyance shall be paid by the said brick company, its successors or assigns.

In witness whereof, the said The Tulsa Vitrified Brick & Tile Company has caused these presents to be signed by its president and secretary under its corporate seal;