

released.

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 grantor, and at its cost and expense, be released, and said trustee shall, upon demand, enter satisfaction thereof upon the record, or duly make and execute such deed, instrument or assurances as may be necessary to vest the premises and property hereby conveyed in the grantor, its successors or assigns, free and discharged from the lien of these presents; and the trustee or its successors is hereby nominated and appointed as the agent or attorney in fact of all the holders of the notes and obligations aforesaid to release the lien of this deed of trust whenever the full amount of the debt shall be discharged.

Section 2. The note holders agree to present for payment the coupons and notes held by them respectively, as and when the same respectively fall due according to their legal tenor and effect at the Colonial Trust Company, in the city of Tulsa, Oklahoma, the place of payment therein designated, and surrender the same for cancellation upon receipt of payment thereof. And it is agreed that in case the grantor shall have on deposit with the said Colonial Trust Company, funds sufficient to pay such coupons and notes as they respectively fall due at the time of maturity thereof and shall have given directions to apply such money to the payment of said coupons or notes then and in such case no interest shall accrue thereafter upon such coupons or notes, then due, which are not so presented for payment at the time the same mature.

May be released without producing notes or coupons.

Section 3. And the trustee may enter satisfaction of this indenture of trust upon the records where the same has been recorded without producing the notes or coupons secured hereby, provided, however, that the President or Vice-President of the Colonial Trust Company, at the city of Tulsa, Oklahoma, and the President of the grantor, or its successors or assigns, shall make and file with the recorder of deed of the County of Tulsa, and state of Oklahoma, affidavits stating that all of the notes secured by this indenture of trust have been paid, or that sufficient funds have been deposited with the Colonial Trust Company, in the city of Tulsa, Oklahoma, to pay all notes still outstanding and unpaid, and that said money is deposited for the express purpose of paying said notes when the same shall be presented for payment to the Colonial Trust Company.

Article XI.

Resignation of Trustee.

In case at any time hereafter the trustee or any trustee appointed shall resign, be removed or otherwise cease to act, a successor or successors may be appointed by a majority of the holders for the time being of the notes secured hereby and then outstanding, by an instrument or concurrent instruments in writing signed by such stockholders or their attorneys in fact, duly authorized; provided, nevertheless and it is hereby agreed and declared that in case there shall at any time be a vacancy in the office of Trustee herein, the grantor may by an instrument in writing duly executed and acknowledged in the manner required by the laws of the state of Oklahoma relating to a conveyance of land, appoint a trustee or trustees to fill such vacancy until a successor trustee shall be appointed by the note holders; but any new trustee appointed by the noteholders shall immediately and without any further act supersede any trustee appointed by the grantor. Any new trustee so appointed herein shall execute, acknowledge and deliver to the grantor an instrument in writing accepting such appointment hereunder, and thereupon such new trustee shall become invested with all the property, rights, duties and trusts of the trustee hereunder with like effect as if originally named as trustee herein, and without any further act, deed or conveyance; but the trustee ceasing to act shall nevertheless, at the written request of the new trustee execute an instrument transferring to such new trustee upon the trust herein expressed, all the property, rights title and estate herein of the trustee so resigning or removed, and shall duly assign, transfer and deliver to such new trustee any property, bonds, notes or securities held hereunder for the further security of the noteholders.

Compensation of trustee.

Section 2. It is further understood and agreed that the trustee and its agents, attorneys, and counsel, shall be entitled to reasonable compensation for all services rendered in connection with the trust hereby created or in pursuance of the provisions of this indenture;

and the grantor agrees to pay to the trustee such compensation, also such expenses reasonably incurred by the trustee herein; and the trustee shall have a lien therefor upon the premises and property hereby conveyed, and the proceeds thereof, prior in right to the notes and coupons hereby secured.

Section 3. It is further understood and agreed that the trustee shall not be required to take notice or be deemed to have notice, of any default of the grantor, either in the payment of any coupons or principal of any of the notes hereby secured, or in the performance or compliance with any covenants or conditions of this indenture, unless said trustee shall have been specifically notified in writing of such default. The trustee shall not be required to see to the filing or recording of this indenture; and the notes secured may be certified and delivered before this indenture shall have been recorded; but the grantor covenants that it will cause this indenture to be duly recorded as a mortgage upon real estate.

Section 4. It is further understood and agreed by and between the parties hereto that the trustee shall not be answerable for any default or miscarriage of any agent or attorney by it appointed hereunder, if such agent was selected with reasonable care, nor for any error or mistake of judgment made in good faith, not in any case except for its own unlawful misconduct or gross negligence in the execution of said trust.

Trustee not disqualified by interest in notes.

Section 5. It is further understood and agreed that the fact that the trustee is or has been the holder of any of the notes hereby secured, or otherwise interested in any of said notes, neither at the time when the trust hereby created may be administered or enforced according to the provisions of this indenture or at any previous time,