

of title and continuations thereof, and the cost of procuring all documentary evidences, witness fees, and all expenses in connection with said foreclosure proceedings, or the preparation therefor.

Second. To the payment, pro rata, of all the bonds and interest coupons secured hereby without preference of principal over interest, or interest over principal, but only coupons which have matured and the earned portion of those next maturing shall be entitled to participate in such proceeds.

Third. The Balance, if any there be, shall be paid to the Company, its successors or assigns, or whomsoever may be lawfully entitled to receive the same.

Section 7. In case of any sale under foreclosure or power of sale, of all, or any part of the mortgaged premises and property, any bondholder, or the Trustees, (excluding the Trustees, however, in case of any sale by them under the power of sale hereby granted) may bid for and purchase such property, and upon compliance with the terms of sale, may hold, retain, possess and dispose of such property in his, or their own absolute right without further accountability to any one whomsoever, and at any such sale any bondholder or other purchaser, in making payment therefor, shall be entitled after paying in cash the amount of the costs and expenses of the sale and of the proceedings incident thereto, and all other charges which the court or other authority may order to be paid in cash, to apply toward the payment of the remainder of the purchase price any of the bonds or coupons issued hereunder (subject, however, to the provisions of Section 1 of this Article IV) and entitled to participate in the proceeds of such sale remaining, such bonds or coupons to be so applied at such sum as shall be payable thereon, out of the net proceeds of the sale, and proper receipts shall thereupon be given to the holders of such bonds or coupons for the amount so payable thereon, and the same, if the net proceeds of the sale shall be sufficient to pay them in full, shall be delivered up to the person making the sale under the decree of court or otherwise, for cancellation, or if the proceeds of the sale shall not be sufficient to pay such bonds and coupons in full, then proper endorsement shall be made thereon of the amount so paid, after which they shall be returned to the holders.

Section 8. If any one or more of the aforesaid events of default shall happen the Trustees may in their discretion, and upon the request of the holders of twenty per cent in amount of the bonds at the time outstanding, and upon the receipt of reasonable indemnity, shall, either with, or without entry, cause the Trust Estate to be sold, either as an entirety, or in parcels (an herein provided in Section 5 of this Article IV), at public auction in the City of Tulsa, County of Tulsa and State of Oklahoma, except that any sale of any of the notes, mortgages, or other securities which the Trustees may now or hereafter be entitled to receive and hold under the provisions of this Indenture, including any and all choses in action, bills receivable, accounts receivable and other like assets of the Company which the Trustees may acquire upon default of the Company in any of the respects herein specified, may, if the Trustees shall so determine, be made at public auction, at such place in the City of Chicago, Illinois, and at such time as the Trustees may fix. Before making any such sale the Trustees shall give notice of the time and place of such sale by publication of notice thereof once in each week for four successive weeks, immediately preceding the date set for such sale, in a daily newspaper of general circulation published in the City of New York, New York, and in a like newspaper published in the City of Chicago, Illinois. The first publication of such notice shall be made at least 30 days prior to the date fixed for sale, and such notice shall state the time and place when and where the sale is to be made, shall contain a brief description of the properties to be sold and the terms of sale, and the Trustees shall send a copy of such notice to the Company at its office in Tulsa, Oklahoma, by registered mail at least twenty days before the date fixed for such sale, and no other notice of such sale or demand whatsoever to, or upon the Company shall be necessary. The Trustees shall have power to adjourn such sale from time to time in their discretion by verbal announcement at the time and place specified in such notice, of the time and place to which such sale is adjourned, and after such adjournment to make such sale without further notice (except as may be required by law), at the time and place to which the same may have been adjourned. In case of sale the Trustees are hereby empowered to make and deliver to the purchaser or purchasers of said Trust Estate or any part thereof, good and sufficient deeds of the same, and the receipt of the Trustees for the purchase money shall discharge the purchaser or purchasers from all liability to see to the application thereof.

Section 9. If any one or more of the aforesaid events of default shall happen the Trustees in their discretion may forthwith proceed to sell and convert into money all or any part of the notes, bonds or other securities pledged hereunder, and any such sale shall be made at public auction, at such place and time, and upon such terms as the Trustees may fix and previously specify in the notice of sale to be given as hereinafter provided. Such notice of sale shall state the time when, and the place where the sale is to be made, and shall contain a brief and general description of the securities and property to be sold, and shall be sufficiently given if published once in each week for four successive weeks prior to such sale, in a daily newspaper of general circulation published in the City of Chicago, Illinois, and in a like newspaper published in the City of New York, New York, and copies of said notice shall be sent by the Trustees by registered mail, to the Company and to Mideo Gasoline Company and Mideo Transportation Company at their offices in Tulsa, Oklahoma, at least twenty days before such sale and no other notice of such sale or demand whatsoever to, or upon the Company, or other person or corporation shall be necessary. The Trustees shall have power to adjourn such sale from time to time in their discretion, by verbal announcement at the time and place specified in such notice of the time and place of which such sale is adjourned, and after such adjournment to make such sale without further notice (except as may be required by law), at the time and place to which the same may have been adjourned, and in case of sale the Trustees are hereby empowered to make and deliver to any purchaser at such sale, whomsoever any person interested in the trusts hereunder, good and sufficient bills of sale or other instruments necessary or proper to evidence such sale, and the receipt of the Trustees for the purchase money shall discharge the