

now or hereafter imposed upon the said bonds or any interest thereon, either by the United States, or by any state, county or municipal authority, which the Nixon Oil Company may be required to deduct therefrom.

Fourth: Until default shall be made in the payment of the principal or interest of any of the bonds hereby secured, or any part thereof, and when the same shall become due and payable, or in the performance or observance of any condition, covenant, agreement or requirement of said bonds or of this mortgage or deed of trust the trustee shall permit and suffer the Nixon Oil Company, its successors and assigns to possess, operate and enjoy the real and personal property hereby mortgaged, with the appurtenances thereto belonging, in any manner not inconsistent with these presents, and to receive and use the tolls, incomes, rents, issues and profits thereof.

Fifth: When and as the interest coupons annexed or to be annexed to the bonds secured hereby mature and are paid by the Nixon Oil Company or by any person or corporation for it, or on its behalf, they shall be canceled. All coupons maturing before the delivery of bonds by the party of the second part shall be cut off and canceled by the party of the second part before the delivery of such bonds.

Sixth: The Nixon Oil Company covenants and agrees that it shall and will, from time to time, pay and discharge, before the same shall fall into arrears, all taxes, water rates, assessments and governmental charges, and lawfully imposed upon the franchises and lands, and other hereby mortgaged premises, or upon any part thereof, the lien of which might or could be held to be superior to the lien hereof, and will pay and discharge all claims of every kind and nature which may hereafter become a lien upon the hereby mortgaged premises, or any part thereof, prior to the lien hereof, so that the priority of this mortgage may be duly preserved, and will keep said mortgaged premises in good order and repair and shall not, and will not, create or suffer to be created any mechanics', laborers', or other lien or charge whatsoever upon the mortgaged premises or any part thereof, which might or could be prior to the lien of these presents, or to do or suffer any matter or thing whereby the lien of these presents might or could be impaired, until the bonds hereby secured, with all interest accrued thereon shall be fully paid and satisfied.

Seventh: The Nixon Oil Company further covenants and agrees that it shall and will at all times, until said bonds, hereby secured, with all interest accrued thereon, shall be fully paid and satisfied, keep such parts of the said mortgaged premises or property as are liable to be destroyed or injured by fire, insured against loss by fire in some solvent fire insurance company or companies authorized to transact business in the state of Oklahoma, and approved by the trustee, to an amount equal to the insurable value of said property, payable in case of loss to the trustee; and all moneys collected from such insurance shall be held by the trustee for the further security of the bondholders hereunder until the Nixon Oil Company hereunder shall, after the fire, have applied an equal sum of money to the reconstruction or repair of the part of the premises destroyed or injured, or to the erection of other permanent improvements upon such mortgaged premises: whereupon from such insurance moneys held by the trustee there shall be paid to the said Nixon Oil Company from time to time an amount equal to the amount so applied by it after the fire, to such reconstruction, repair or erection.

Eighth: The said Nixon Oil Company shall and will, from time to time during the continuance of this trust and mortgage, make, execute and deliver all such further instruments and conveyances as may be necessary to vest in said trustee, and his successor or successors, the within described and all subsequently acquired property and rights