

NOW THEREFORE THIS INDENTURE WITNESSETH: that the Company, in consideration of the promises and of One (\$1.00) dollar to it in hand paid by the trustee, the receipt whereof is hereby acknowledged, and in order to secure the payment of the principal and interest on the bonds aforesaid, does hereby grant, bargain, sell, convey, assign, transfer and set over unto the Trustee, its successor or successors, forever, all and singular the following described lands, property and premises, to-wit:

Lot one (1) and the north seventy five (75) feet of
lot two (2) in Block one hundred seventy three (173)
of the original townsite of Tulsa, according to the
official plat thereof, in Tulsa County, State of Oklahoma,
together with all and singular the hereditaments and appurtenances thereunto belonging, or
in any wise appertaining.

TO HAVE AND TO HOLD THE SAME unto the Trustee, its successor or successors and assigns, forever, but in trust nevertheless for the benefit, security and protection of the persons, corporations, firms and partnerships who may become holders of the bonds and interest coupons aforesaid, or any or either of them, and for enforcing the payment thereof when payable in accordance with the true intent and meaning thereof, and of said bonds and interest coupons, and without preference of any of said bonds over any of the others by reason of priority in the time of negotiation thereof, or otherwise, and upon the covenants and agreements hereinafter contained; and the Company for itself, its successors and assigns, does covenant with the Trustee, and its successors to warrant and defend the title to said premises from the lawful claims of all persons whomsoever, except a mortgage lien thereon in the sum of One Hundred Fifty Thousand (\$150,000.00) dollars now held and owned by the Missouri State Life Insurance Company,

The Company also agrees and covenants that it will from time to time, upon reasonable request, make, execute and deliver any and all further conveyances that may be necessary or proper to effectuate the security and lien hereby intended to be created, and to facilitate the execution of said trust; provided further, however, that these presents are upon the express condition that this Company, its successors and assigns, shall pay or cause to be paid to the holders of said bonds and interest coupons, the principal and interest which shall become due thereon at the time and in the manner therein provided, and shall observe and perform all and singular the covenants, agreements, and conditions in said bonds and herein on the part of the Company to be observed and performed, then these presents shall become void, but otherwise shall remain in full force and effect.

The Company will pay all taxes, assessments and charges which may be imposed upon the premises hereby mortgaged, or any part thereof, whereby the security or lien hereof might be diminished or impaired before the same shall be or become in arrears.

The Company further agrees that it will not suffer any lien or encumbrance to accrue or be created upon said premises, or do or suffer any act or thing whereby the security hereof may be diminished or impaired, and will keep said premises in good condition and repair.

The Company will keep all buildings and movable property hereby mortgaged, or which may be at any time upon said premises, insured against loss by fire in a company or companies approved by the Trustee in at least the sum of two hundred thousand \$200,000.00 dollars, depositing the policies with the Trustee so when in case of loss the same shall be payable, provided that all moneys received by the Trustee by virtue of any such insurance in the discretion of the Trustee may be applied in making good the loss or damage in the respect of which the same shall have been received, or may be retained by the Trustee