

future holders of the bonds and coupons issued or to be issued hereunder, and for enforcing the payment of such bonds and coupons according to the tenor and meaning thereof without preference or priority of one bond over another for any reason whatever, it being agreed that the lien and security hereof shall take effect from and as of the date hereof and without regard to the date of the actual execution hereof ~~and of the actual execution hereof~~ and or the actual execution, authentication, issue, sale or disposition of said bonds and with the same legal effect as if upon the day of the date hereof all of said bonds had been actually authenticated, issued and sold and were delivered to and in the hands of innocent holders thereof for value.

THIS INDENTURE <sup>Further</sup> WITNESSETH, that the trusts, uses, purposes, terms and conditions for and upon which said above described property is conveyed to the Trustee are as follows, to-wit:

**BONDS AND COUPONS** Section I. The bonds to be issued hereunder shall be signed by said Wm. M. Thompson, J. N. Thompson, and Robert H. Hughes, three of said parties of the first part; said bonds shall also be signed by Roy B. Thompson, a resident of the City of Tulsa, County of Tulsa, State of Oklahoma, said bonds shall be in the denomination of one thousand dollars (\$1,000) each, shall be dated December 15, 1922, shall bear interest at the rates and shall contain the terms, conditions and provisions which are recited in the form of said bonds and coupons hereinbefore fully set out in this mortgage deed of trust, and shall be numbered and shall mature in the amounts and at the times set forth in the following schedule, to-wit:

Bond Numbered both inclusive.	Amount of principal.	When due.
1 to 25	\$25,000	April 1, 1924.
26 to 50	25,000	April 1, 1925.
51 to 75	25,000	April 1, 1926.
76 to 100	25,000	April 1, 1927.
101 to 325	225,000	April 1, 1928.

All semi-annual coupons shall be numbered to correspond with the number of the bond to which they respectively belong and shall be executed by the facsimile signatures of said Wm. M. Thompson, J. N. Thompson, Roy B. Thompson and Robert H. Hughes.

**AUTHENTICATION** Section II. Only such bonds as shall be signed in the foregoing manner and shall be authenticated by the Trustee by signing the certificate of authentication endorsed thereon shall be valid or secured by this mortgage deed of trust. Such certificate shall be conclusive evidence that the bonds so authenticated have been duly issued and are entitled to the benefit and security of the lien hereby created.

**DELIVERY AND NEGOTIABILITY.** Section III. All of the bonds hereby secured have been, or shall be forthwith, executed and issued as of even date herewith and shall be delivered to the Trustee, and upon the execution and recording hereof shall be authenticated by said Trustee, and by it delivered to the First National Company, of St. Louis, Missouri. The bonds and coupons issued hereunder shall pass and be negotiable by delivery, and the bearer of any of said bonds and coupons may be treated as the absolute owner thereof for all purposes whether the same be overdue or not.

**MUTILATION.** Section IV. In case any of said bonds with coupons belonging thereto, prior to payment thereof, shall be mutilated, destroyed or lost, a new bond, including coupons of like tenor and date, and bearing the same number, may, at the discretion of the parties of the first part, and the Trustee, be executed, certified and delivered in exchange and upon cancellation of any bonds and coupons mutilated, or in lieu of any bond or coupon lost or destroyed, upon evidence satisfactory to said First Parties and the Trustee of the mutilation, destruction or loss of such bond and coupons and of