

134 or preference of one draft over another draft and for securing the performance by the Oil Corporation of its obligation or obligations under any acceptance agreement or agreements pertaining to said drafts or bills of exchange and/or renewals thereof, and/or its obligation to place the Acceptors of said drafts or bills of exchange and/or renewals thereof in funds at the maturity thereof, has pledged, granted, bargained, sold, transferred, assigned, set over, conveyed, mortgaged and delivered, and does hereby pledge, grant, bargain, sell, transfer, assign, set over, convey, mortgage and deliver unto the said Exchange Trust Company of Tulsa, Oklahoma as Trustee for The Chase National Bank of the City of New York, and/or for the equal and ratable benefit of the Acceptors or the holders of said acceptances and their assigns, all of the Oil (as hereinbefore defined) now contained in and which shall during the term of this agreement be run into or held in those certain oil storage tanks, pipe lines and storage warehouses situated on the premises described in this lease and agreement.

TO HAVE AND TO HOLD the same unto the said Exchange Trust Company of Tulsa, Oklahoma as Trustee as aforesaid, and to its successor or successors in the trust, and to its grantees or assigns forever, in trust, for the uses and purposes and with the rights and powers herein contained and enumerated, and such other rights and powers as are necessary for the carrying out of the terms, stipulations, conditions and provisions of this agreement, and full possession of said Oil and the other property and interest in property is now delivered unto the actual possession of the Trustee; said Oil to be held in storage and not otherwise in said tanks, warehouses, pipe lines and facilities named in the lease provisions hereof.

The Oil Corporation hereby represents that it is the absolute owner of the Oil hereinbefore described, free and clear of all liens and encumbrances whatsoever, except a lien to secure the said \$950,000 of drafts maturing January 8, 1923, and any renewals thereof; and it further covenants that all Oil which now is in said tanks, storage warehouses and said pipe lines, and which shall hereafter be run into said tanks, storage warehouses, and said pipe lines and become subject to this agreement is and shall be its absolute property and likewise free and clear of all liens or encumbrances whatsoever (except as above stated in this paragraph), and that it will forever warrant and defend the title to the same unto the said Trustee, its successor or successors or assigns against all lawful claims.

The Oil Corporation further agrees that during the term of this agreement it will not suffer or permit the property hereby leased and/or pledged and/or conveyed, or any part thereof, to become subject to any lien or encumbrance whatsoever, and the Oil corporation further covenants and agrees to cause forthwith to be plainly marked all said tanks, storage warehouses, pipe lines and property in such manner as shall be required by the Trustee and as shall give good and sufficient notice of the rights and interests of the Trustee in the Oil contained in said tanks, storage warehouses, and pipe lines and the leasehold interest of the Trustee in the said tanks, storage warehouses and pipe lines and to maintain such notice during the life of this agreement.

The Oil Corporation further agrees to pay, or cause to be paid, any and all lawful taxes assessed and levied against the property hereby leased and/or pledged and/or conveyed, and in the event of its failure so to do, the Trustee may pay the same.

It is agreed that the parties intend this instrument to operate as a pledge, as well as a lease, but in order to cover the possibility of its being construed as a chattel mortgage the Trustee is authorized to file this instrument, or authenticated copies thereof, in accordance with the provisions of the law of the State of Oklahoma applicable to the filing of chattel mortgages, and also to record the same as a lease.

It is hereby stipulated and agreed by and between the parties hereto that, for the purpose of determining the Value of the Oil at any and all times contained in said tanks and storage warehouses, the crude oil shall be taken at the posted price per barrel for pipe line