

COMPARED

Item 2. That part of Lot 6 in Block 5 in the City of Nowata, Oklahoma according to the recorded plat thereof described as follows, to-wit:

Beginning at a point on the westerly line of said Lot 6, four feet in a southerly direction from the northwest corner of said Lot, thence east parallel to the north line of said lot, 140.2 feet to the easterly line of said lot; thence southerly along the easterly line of said lot 53 feet; thence westerly parallel to the southerly line of said lot 140 feet to the westerly line of said lot; thence northerly along the westerly line of said lot 45.9 feet to the place of beginning, together with all the improvements thereon and the appurtenances thereunto belonging.

Seventh: Any and all stocks, bonds, obligations and other like securities from time to time hereafter, by deliver or by writing of any kind, for the purposes hereof pledged, assigned or transferred to the Trustee by the Company or by any one on its behalf, or with its written consent, and the Trustee is hereby authorized to receive any such property at any and all times as and for additional security. Any such pledge, assignment or transfer by the Company, or by anyone on its behalf, or with its written consent, pursuant to the provisions of this clause, as and for additional security, may, notwithstanding anything herein contained, be made subject to any reservations, limitations, conditions, and provisions, which shall be set forth in an instrument in writing then to be executed by the Company, or the person or corporation assigning, mortgaging, pledging, or transferring the same, and by the Trustees, respecting the use, management and disposition of the property so pledged, transferred or assigned.

TO HAVE AND TO HOLD all said property hereby conveyed, assigned, pledged or mortgaged, or intended to be conveyed, assigned, pledged or mortgaged, together with the rents, issues and profits thereof, unto the Trustees, their successor or successors in trust and their assigns forever;

SUBJECT, however, to the liens of the respective existing mortgages securing the underlying bonds specifically mentioned in Section 2 of Article III of this Mortgage, but only to the extent that such mortgages respectively are liens upon any <sup>portion</sup> of the property covered by this Mortgage;

And, also, as to any property hereafter acquired by the Company and becoming subject to the lien of this Mortgage, subject to any lien thereon existing at the time of such acquisition, and to any liens for unpaid portions of the purchase money placed thereon at the time of such acquisition;

BUT IN TRUST, NEVERTHELESS, for the equal and proportionate benefit and security of the holders of all bonds and interest coupons now or hereafter issued hereunder, pursuant to the provisions hereof, and for the enforcement of the payment of said bonds and coupons when payable and the performance of and compliance with the covenants and conditions of this Mortgage, without any preference, distinction or priority as to lien or otherwise of any bond or bonds over others by reason of the difference in time of the actual issue, sale or negotiation thereof or for any other reason whatsoever; but so that each and every bond now or hereafter issued hereunder shall have the same lien, and so that the interest and principal of every such bond shall, subject to the terms hereof, be equally and proportionately secured hereby as if it had been made, executed, delivered, sold and negotiated simultaneously with the execution and delivery hereof.

And it is expressly declared that all bonds issued and secured hereunder are to be issued, authenticated and delivered, and all said property hereby mortgaged or pledged is to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts uses and purposes hereinafter expressed, that is to say: