

COMPARED

OKLAHOMA GASOLINE & OIL COMPANY

T O

SAMUEL L. LUBELL, AS TRUSTEE

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M O R T G A G E

ISSUE OF NOTES

DATED MARCH 6th 1923.

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OKLAHOMA GASOLINE & OIL COMPANY

T O

SAMUEL L. LUBELL, AS TRUSTEE.

M O R T G A G E .

THIS INDENTURE, dated the 5th day of March, 1923, made and entered into by and between OKLAHOMA GASOLINE & OIL COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Delaware (hereinafter commonly called the "Company"), party of the first part, and SAMUEL L. LUBELL, as Trustee (hereinafter called the "Trustee"), party of the second part,

W I T N E S S E T H:

WHEREAS, the Company warrants that it is duly incorporated under the laws of the State of Delaware, and has full power and authority under the laws of said State and under its Charter and Articles of Incorporation to borrow money for its lawful corporate purpose, and to make and issue its notes and bonds and to secure the same by mortgage, pledge, or conveyance in trust, or otherwise, of any and all of its property now owned or hereafter acquired; and

WHEREAS, the company deems it necessary to borrow money for its lawful corporate purpose, and to that end has determined to make and issue its First Mortgage serial negotiable promissory notes in the aggregate principal amount of FOUR HUNDRED FIFTY THOUSAND NINETY-ONE & 51/100 DOLLARS in form, amounts and maturities hereinafter stated, and to execute and deliver this Indenture for the purpose of securing the same; and

Whereas, said notes are all to be dated March 6th, 1923, and the principal and interest thereon are to be payable in lawful money of the United States of America, or New York Exchange at the banking office of the Columbia Bank, Fifth Avenue & 43rd Street, New York City, New York, and to bear interest at the rate of eight per cent per annum after maturity until paid, ~~said~~ notes to be in the denominations as hereinafter set out and to be numbered, and to become due and payable according to the schedule hereinafter set forth; and

WHEREAS, the Company warrants that all requisite and necessary resolutions of the stockholders and directors of the company have been duly adopted and passed, and all other requisite and necessary proceedings, corporate or otherwise, have been duly adopted and taken by the Company in accordance with law so as to make the issue of notes hereby secured, and the execution of this Deed of Trust legal and valid and in accordance with the requirements of law and the Articles of Incorporation and Charter and By-Laws of the Company; and

Whereas, each of said notes is to be signed by the President of the Company, sealed with the Corporate Seal of the Company, attested by the Secretary and signed by its Treasurer, and to be authenticated by the Certificate of the Trustee; which notes and certificates are to be substantially in the following forms, save as to amount, number and date of maturity, to-wit: