

COMPARED

OKLAHOMA GASOLINE & OIL COMPANY'S FIRST MORTGAGE PROMISSORY  
NOTE

No. \_\_\_\_\_

New York, N.Y., March \_\_\_\_\_, 1923.

For Value Received, the OKLAHOMA GASOLINE & OIL COMPANY a corporation organized and existing under and by virtue of the laws of the State of Delaware, promises to pay to the Bearer of this note on or before the \_\_\_\_ day of \_\_\_\_\_, 192\_\_\_\_, at the banking office of the Columbia Bank, Fifth Avenue & 43rd Street, New York City, State of New York, lawful money of the United States of America, or in New York Exchange, the sum of \_\_\_\_\_ DOLLARS with interest after maturity at the rate of eight per cent per annum until paid.

This note is one of a duly authorized issue of twenty-four notes of the OKLAHOMA GASOLINE & OIL COMPANY, known as its "First Mortgage Promissory Notes" in the total sum of \_\_\_\_\_ DOLLARS, being numbered consecutively from One to Twenty-Four inclusive. All of said notes are issued under the provisions of, and the payment of all of them is equally secured without preference, priority or distinction of one over the other, by a certain Mortgage or Deed of Trust dated March \_\_\_\_, 1923, duly and lawfully authorized, executed, acknowledged and delivered by the Company to Samuel L. Lubell, as Trustee, mortgaging and conveying to said Trustee certain oil and gas leasehold estates, leaseholds, leases and personal property of the Company situated in the State of Oklahoma, reference to which mortgage is hereby made for more particular description of the property mortgaged and the terms and conditions upon which said notes are issued, to all of which terms and provisions the holder or registered owner of this note consents by the acceptance hereof. In case or event any default, as defined in such mortgage, shall occur, the principal of this note may be declared due and payable before the date of maturity herein fixes, upon the conditions and in the manner provided in said mortgage.

This note shall be authenticated by the certificate endorsed whereon of Samuel L. Lubell, or his successors in trust under the said mortgage, it being expressly understood and agreed that said Samuel L. Lubell acts as Trustee only and is not and shall never be held, or claimed to be personally responsible or liable in any manner whatsoever on said notes or any of them whether on account of authentication as Trustee or otherwise.

The makers and endorers hereby severally waive presentment for payment, notice of non-payment and dishonor, protest and notice of protest and agree that extensions of time for payment may be granted by the Trustee hereof, without notice, as provided in the Deed of Trust aforesaid; they also agree to pay a reasonable attorney's fees, costs of court and all other expenses incurred in the collection of this note and interest or any part thereof.

It is expressly understood and agreed by and between the parties hereto that the above mentioned and described notes and the deed of trust or mortgage securing the payment thereof, are executed under the laws of the State of New York, and shall be subject to and construed and interpreted in accordance with the laws of the State of New York, or the laws of the State of Oklahoma, or both, as the Trustee under said Trust may elect.

IN WITNESS WHEREOF, said OKLAHOMA GASOLINE & OIL COMPANY has caused this note to be signed by its President, and its Corporate Seal to be hereto affixed, attested by its Secretary and signed by its Treasurer.

ATTEST:

Secretary

OKLAHOMA GASOLINE &amp; OIL COMPANY

By \_\_\_\_\_  
President  
Treasurer