

COMPARED

plants and the contents thereof located upon any of the real estate above described, and belonging to the said OKLAHOMA GASOLINE & OIL COMPANY, and all plants, engines, boilers, derricks, drilling outfits and machinery, rigs, casing, drills, pipes, pipe lines, pumps, tanks, machinery, fixtures, material appliances and other equipment and appurtenances of every nature owned by the Company.

And also including and covering and bringing in and under and subject to each and all of the terms, stipulations, covenants & promises, conditions and agreements herein contained, all the right, title and interest of the OKLAHOMA GASOLINE & OIL COMPANY- - - -
- - - in and to all lands, leases, leasehold estates and interests, and all oil and gas properties and contracts, refineries, easements, franchises, plants, pipe lines, equipment and supplies hereafter acquired by said corporation, wheresoever located.

All said above described property now owned and all that may hereafter be acquired by said Company, shall constitute the "Trust Estate" and is so hereinafter referred to.

TO HAVE AND TO HOLD ALL and singular the said premises, properties, and assets above described as well as those to be hereafter acquired by the company, as above stated, together with all the rights, powers, privileges, easements, title and appurtenances thereto belonging or appertaining, and hereby conveyed, assigned and pledged, or intended so to be together with the benefits, issues and profits thereof, and also all other property and interest therein which shall hereafter become subject to this Indenture, to said Trustee, his successors and assigns forever, BUT IN TRUST NEVERTHELESS, for the equal and proportionate benefit and security of all holders of the notes issued and to be issued hereunder, without any preference, distinction or priority as a line or otherwise, of any note or notes over the others by reason of the difference in time of actual issued, sale or negotiation thereof, but so that each and every note issued hereunder shall have the same lien, right and privilege, and so that the principal and interest of every note shall be subject to the terms hereof, be equally and proportionately secured hereby as if each and all had been made, executed, delivered, sold and negotiated simultaneously with the execution and delivery hereof and it is expressly declared that all of the said notes secured hereby are to be issued, authenticated and delivered and all of said property hereby secured, is to be held, dealt with and disposed of under and subject to the terms, conditions, stipulations, covenants, agreements, trust, uses and purposes hereinafter expressed, that it to say;

A R T I C L E 1.

The Notes authorized and to be secured hereby shall be substantially of the tenor and effect hereinbefore recited, and the aggregate principal amount of notes issued and outstanding under this Indenture, shall not exceed the sum of
FOUR HUNDRED FIFTY THOUSAND NINETY-ONE & 51/100 DOLLARS. All notes so issued shall be in the principal sum or amount stated in each note, executed in the name of the Company by the President thereof and shall have affixed thereto the Corporate Seal of the Company, Attested by its Secretary, and signed by the Treasurer, and shall be certified by the Trustee substantially in the form of the certificate hereinbefore set forth. Only such notes as shall be so authenticated by the certificate of the Trustee shall be secured by this Indenture or entitled to any benefit or lien hereunder, and every such certificate upon any note shall be conclusive evidence, and the only evidence, that the note so authenticated has been duly issued and is entitled to the benefit of the Trust hereby created.

All notes secured by this Indenture shall be dated 1923, shall be numbered from one to Twenty-four, both numbers inclusive and shall bear interest at the rate of eight per cent per annum after maturity until paid, and payable according to the following schedule: