

COMPARED

It is further expressly understood and agreed that the Trustee may buy, sell, hold, own or deal in any of the notes issued hereunder and secured by this Indenture, and may make or join in any action proper to be taken by any note holder as freely and with like effect as if such Trustee was not a party of this Indenture.

The Trustee may resign and be discharged from the trust created by this Indenture and from the obligations incumbent upon such Trustee to perform, by giving the Company notice in writing thirty (30) days prior to the date specified when such resignation is to take effect, and by also giving to the note holder notice by publication, which notice shall be published in a newspaper in New York City and Tulsa, Oklahoma, at least once each week for four consecutive weeks immediately preceding the day of resignation. The Trustee, or any successor, to the Trustee, may be removed at any time by an instrument or concurrent instructions in writing signed by the holders of two-thirds in amount of the notes hereby secured and then outstanding, and his successors may be appointed by the holders of two-thirds in amount of the notes hereby secured and then outstanding, and in like manner a new and substitute Trustee may be appointed in case of the death, inability or failure of the Trustee or substitute Trustee to act hereunder.

Service upon the Company of any notice, request or other paper, or demand to be made, shall be complete by service thereof upon any officer of the Company, or by depositing same in the mails, by registered mail, postage prepaid, addressed to the Oklahoma Gasoline & Oil Co., Tulsa, Oklahoma.

The Company, the Mortgagor herein, warrants its title in and to the above described property and covenants with the said Trustee herein, his successors and assigns, which covenants shall inure to and be for the benefit of any of the purchasers or holders of said above described notes, that this deed of trust does hereby create a good, valid and subsisting First Mortgage lien upon all of said above described property, and likewise creates a first and valid ^{mortgage} lien according to the terms hereof on all the right, title and interest of the Company in and to all property hereafter acquired.

It is agreed between the Mortgagor and the Trustee that the personal property covered hereby may be moved from one property or County to another property or County by the Mortgagor whenever it so desires, to be used, however, for the carrying on of the Company's business; and before such removal the Mortgagor shall promptly notify the Trustee what property is to be removed and to what place removed, and the Mortgagor covenants that in each instance before such any personal property is removed it will comply with all provisions of law fully to protect and continue the lien of this Mortgage upon and and all such property wheresoever the same may be located.

All the covenants, stipulations, terms, and agreements in this Indenture contained, by or in behalf of the Company, shall bind not only said Company, but its successors and assigns, whether so expressed or not, but also any corporation into or with which the Company may be merged or consolidated, or to which its property may be conveyed.

This indenture may be simultaneously executed in any number of counterparts, and all such counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

It is expressly understood and agreed by and between the parties hereto that the above mentioned Deed of Trust or Mortgage and the Notes above described secured hereby are executed under the laws of the State of New York, and shall be subject to all the provisions and be 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 may elect.

IN WITNESS WHEREOF, the said OKLAHOMA GASOLINE & OIL COMPANY has caused this instrument to be executed in its Corporate name by its President, and to be sealed with the Corporate