

CONTAINED

thereon are to payable in lawful money of the United State of America, at the banking office of the Liberty National Bank, of Tulsa, Oklahoma, and to bear interest at the rate of eight (8) per cent per annum from date until paid, said notes to be in the denominations as hereinafter set forth, and to be numbered, and to become due and payable according to the schedule hereinafter set out; and

WHEREAS, all requisite and necessary resolutions of the stock-holders 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 Mortgage 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 its Secretary, and signed by its Treasurer, which notes are to be substantially in the following form, save as to amount, number and date of maturity, to-wit:

OKLAHOMA GAS & OIL COMPANY,
SECOND MORTGAGE PROMISSORY NOTE

NO.-----

Tulsa, Oklahoma, March ----, 1933.

For value received, the Oklahoma Gas & Oil Company, a corporation organized and existing under and by virtue of the laws of the State of Delaware, promise to pay to the Anglo-Texas Oil Company or order on or before the ---- day of -----193*-----, at the banking office of the Liberty National Bank, of Tulsa, Oklahoma, lawful money of the United State of America, the sum of - - - - - Dollars, with interest from date at the rate of eight (8) per cent per annum until paid.

This note is one of a duly authorized issue of 26 notes of the Oklahoma Gas & Oil Company, known as its second mortgage promissory notes, in the total sum of -----, being numbered consecutively from 1 to -----, both number inclusive. All of said notes are issued under the provisions of, and the payment of allox them is equally secured, without preference, priority or distinction of one over the other, by a certain mortgage dated Marc - - - - -1923, duly and lawfully authorized, executed, acknowledged and delivered by the Company to Anglo-Texas Oil Company, mortgaging and conveying to said Mortgagee, a certain Gasoline Plants, 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 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 fixed, upon the conditions and in the manner provided in said mortgage.

The maker and endorsers hereby severally waive presentation for payment, notice of non-payment and dishonor, protest and notice of protest and agree that extension of time for payment may be granted By the owner hereof, without notice, as provided in the Mortgage aforesaid; they also agree to pay a reasonable attorney's fee, costs of court, and all other expenses incurred in the collection of this note and interest or any part thereof.

IN WITNESS WHEREOF, said OKLAHOMA GAS & 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.

OKLAHOMA GAS & OIL COMPANY

ATTEST:

BY _____ PRESIDENT

SECRETARY

TREASURER