

of this Indenture in the respective and several States where the same is or may be located, in favor of Exchange Trust Company, of Tulsa Oklahoma, as Trustee, and any successor Trustee hereunder, as well as in favor of any future holder or holders of said bonds and coupons secured thereby, and for the fulfillment of all other covenants of the mortgagor herein contained, any writing in the aforesaid Indenture to the contrary notwithstanding.

MPAKK And the said property hereinbefore described is hereby specially mortgaged, hypothecated, pledged and affected unto said Exchange Trust Company, as Trustee and any successor Trustee hereunder, and in favor of every future holder or holders of said bonds or coupons, or any of them, ratably without discrimination or preference, for securing the payment of the same, as well as the fulfilling of any and all covenants of the Gilliland Oil Company in the premises, so as to make this instrument a mortgage and not an act of sale.

The Total amount of money advanced on this Mortgage at the time of its execution and delivery is \$4,600.000, as herein provided; and whenever a further amount is to be advanced thereon, or shall accrue, or become secured thereby, the Company covenants and agrees, at or before the time when such amount is to be advanced, shall accrue or become secured, to file in the office of the County Treasurer, in the County or Counties in the State of Oklahoma, where such Mortgage has been presented for taxation and recorded, a statement, verified by the Secretary, Treasurer or other proper officer of the said Company, of the amount of the principal indebtedness to be so advanced, accruing or becoming secured.

The Trustee named herein, being the Party of the Second Part, hereby accepts the mortgage, pledge and trust created by this instrument, without representation as to and responsibility for the validity or legality of this instrument, and the pledge or lien created thereby; and agrees faithfully and honestly to discharge the duties of Trustee and pledges under the terms of the same, but it is agreed that the Trustee in all things, except accounting for the money and funds received by it as such Trustee, shall not be liable except for its wilful wrong conduct, and by the acceptance of this trust and the execution of this instrument by Exchange Trust Company, the same shall not be construed as making Exchange Trust Company liable for any defects of title, or existing liens or encumbrances upon the property described herein, it being understood that the Trustee makes no representations as to the Character or title of any of such property mortgaged or pledged herein, or as to the value of such property.

IN WITNESS WHEREOF, Gilliland Oil Company, the Party of the First Part, has caused this Indenture to be signed in its corporate name by its President, or one of its Vice-Presidents, and its corporate seal to be hereunto affixed and to be attested by its Secretary, or one of its Assistant Secretaries, and Exchange Trust Company, the Party of the Second Part, in token of its acceptance of this trust, has caused this Indenture to be signed in its corporate name by its President, or one of its Vice-Presidents, and its corporate seal to be hereunto affixed and to be attested by its Secretary, or one of its Assistant Secretaries, as of the day and year first above written in fifteen duplicate originals.

ATTEST:

J. W. Hayes

Secretary

GILLILAND OIL COMPANY

By J. W. Gilliland

(CORPORATE SEAL)

President

ATTEST:

A. Newlin

Secretary

(CORPORATE SEAL)

EXCHANGE TRUST COMPANY

By H. L. Standeven

Vice President