

acquired; and

# COMPARED

WHEREAS, the Company deems it necessary to borrow money for its lawful corporate purpose, and to that end has determined to make and issue its Mortgage Serial Negotiable Promissory Notes in the aggregate principal amount of FIFTY-THREE THOUSAND ONE HUNDRED SEVENTY-SIX & 8/100 DOLLARS, in form, amounts and maturities hereinafter stated, and to execute and deliver this Indenture for the purpose of securing the same; and

WHEREAS, said notes are all to be dated June 18, 1923, and the principal and interest thereon are to be payable in lawful money of the United States of America, or New York Exchange, at the banking office of the BANK OF THE UNITED STATES, Fifth Avenue & Thirty-second Street, New York City, New York, and to bear interest at the rate of eight per cent per annum after maturity until paid, said notes to be in the denomination as hereinafter set out and to be numbered, and to become due and payable <sup>according</sup> to the schedule herein-after set forth; and

WHEREAS, the Company warrants that all requisite and necessary resolutions of the stockholders and directors of the company have been duly adopted and passed, and all other requisite and necessary proceedings, corporate or otherwise, have been fully 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 Deed of Trust 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 the Secretary and signed by its Treasurer, and to be authenticated by the Certificate of the Trustee; which notes and certificates are to be substantially in the following form, save as to amount, number and date of maturity, to-wit:

## OKLAHOMA GASOLINE & OIL COMPANY'S MORTGAGE PROMISSORY NOTE.

No.-----

New York, N. Y., June----, 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 BANK OF THE UNITED STATES, Fifth Avenue & Thirty-second 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 Eighteen notes of the OKLAHOMA GASOLINE & OIL COMPANY, known as its "Mortgage Promissory Notes" in the total sum of -----DOLLARS being numbered consecutively from one to Eighteen 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 June -----, 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 persona 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 fixed, upon the conditions and in the manner provided in said mortgage.