

sisting First Mortgage lien upon all of said above described property, except as to the lien of one certain first mortgage or deed of trust, wherein the Grantor herein is Grantor and Samuel L. Lubell, as Trustee, is Grantee, dated the 6th day of March, 1923; and also except as to the lien of one certain mortgage, wherein this Grantor appears as Mortgagor and the Anglo-Texas Oil Company as Mortgagee, which Mortgage is dated the 6th day of March, 1923, 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.

COMPARED

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 any such personal property is removed it will comply with all provisions of law fully to protect and continue the line of this Mortgage upon any 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 Seal of the Company, attested by its Secretary, and the said SAMUEL L. LUBELL, to evidence his acceptance of the Truste hereby created, has hereunto set his hand and seal as the day and year first above written.

ATTEST:

T. D. Cleage-Secretary

(CORP)  
(SEAL)

OKLAHOMA GASOLINE & OIL COMPANY

By W. S. Smith - President

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AS TRUSTEE

STATE OF OKLAHOMA )  
COUNTY OF TULSA ) SS

Before me a Notary Public in and for said County and State, on this 14th day of June, 1923, personally appeared W. S. SMITH, to me known to be the identical person who subscribed the name of the OKLAHOMA GASOLINE & OIL COMPANY, a corporation, the maker thereof, to the foregoing instrument, as its President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Witness my hand and notarial seal this, the day and year last above written.

My commission expires April 20, 1926

(SEAL)

W. C. Williamson-Notary Public

Filed for record at Tulsa, Tulsa County, Oklahoma, June 15, 1923 at 2:30 o'clock P.M. and