

and more particularly described as follows, to-wit:

COMPARED

479 All of the Broken Arrow Telephone exchange situated in the town of Broken Arrow, Tulsa County Oklahoma, together with all the franchises, rights and privileges appertaining thereto and belonging to said aforesaid telephone exchange, also all the machinery, wires, telephones and all other property of every kind and description used in connection with and appertaining to the aforesaid Telephone Exchange, as well as all additional stations that may hereafter be installed by the aforesaid Telephone Exchange or by the first party hereto, together with all electrica or other contrivances used or owned by said exchange for transmitting messages and all such as hereafter may be installed, acquired or owned by said exchange or first party hereto, also all telephone lines of every kind and description now owned or which may hereafter be acquired by the party of the first part and located or to be located in Tulsa and Wagoner Counties, Oklahoma, including all switchboards, poles, wires, cross arms, brackets, insulators, cables, pins, telephone instruments and all other property of every kind and description connected with said telephone exchange or telephone lines.

Also all desks, tables, counters, typewriters, adding-machines, stoves, charis and all other office fixtures and appliances and apparatus used in connection with the business of the party of the first part.

Also one dresser and all other furnishings now being used in the sleeping room connected with the Broken Arrow Exchange of the first party.

Also one Ford roadster, one cable car, all ladders, tools, testers and other appliances used in and about the business of the party of the first part.

It being the intention of the parties hereto to include herein all property of every kind and character now owned and used by the party of the first part in connection with the business of the first party and all property of every kind and character used and connected therewith or which may hereafter during the term of this mortgage be connected therewith, whether specifically mentioned herein or not.

TO HAVE AND TO HOLD the property above described together with all and singular the rights and appurtenances thereunto belonging or in anywise appertaining unto the party of the second part and unto its successors and assigns forever, and the party of the first part will warrant and defend the title to said property unto the said party of the second part, its successors and assigns against all persons whomsoever lawfully claiming the same provided always that these presents are upon the express condition that if the said party of the first part, its successors or assigns, shall pay or cause to be paid to the party of the second part, its successors or assigns, the aforesaid sum of Fifteen Thousand (\$15,000.00) Dollars, according to the tenor and effect of two certain promissory notes of the party of the first part, payable to the party of the second part. One of said notes in the amount of \$5,000.00 payable on or before the 8 day of November, 1928, and one of said notes in the amount of \$10,000.00, payable on or before the 8 day of November, 1933, with interest thereon at the rate of seven percent per annum from the date thereof until paid, said interest payable semi-annually, and if said notes or either of them are placed in the hands of an attorney for collection, to pay ten percent additional on the full amount due for attorney's fees, the makers and endorsers thereof waiving protest and demand and notice of protest and non-payment in case said notes or either of them are not paid at maturity, and agree to all extensions and partial payments before and after maturity without prejudice to the holder, payable at the General office of the Southwestern Bell Telephone Company at Oklahoma City, Okla. then these presents shall be void, otherwise to remain in full force and effect. It being understood that the party of the first part, may, at the time of making