

Board of Directors of the Railway Company; **COMPARED**

NOW, THEREFORE, THIS INDENTURE WITNESSETH that in consideration of the premises and of the sum of One Dollar (\$1.00) to the party of the first part paid, the receipt whereof is hereby acknowledged, and in performance of its obligations under the Income Mortgage, St. Louis-San Francisco Railway Company, party of the first part, has executed and delivered this indenture, and has granted, bargained, sold, aliened, remised, released, conveyed, confirmed, assigned, transferred and set over, and by these presents does grant, bargain, sell, alien, remise, release, convey, confirm, assign, transfer and set over, unto said Central Union Trust Company of New York and said Jay Herndon Smith, parties of the second part, and unto their successors in the trust and assigns forever the lines of railroad and other property by indenture dated October 14, 1922, conveyed by said West Tulsa Belt Railway Company as grantor, to the Railway Company as grantee, and in said indenture described as follows:

"The line of railroad of the Grantor, constructed and to be constructed, extending from a point on the main line of the Grantee at or near the station of Tulsa, Tulsa County, in the State of Oklahoma, in a southerly direction a distance of approximately (including spurs and side tracks) one and ninety-five hundredths (1.95) miles, and all other railroads of the Grantor, constructed and to be constructed, together with all extensions and branches thereof, and any and all interests therein.

"All rights of way, station, depot and terminal grounds, and all other lands and interest in lands; all roadbeds, sidings, turnouts, switches and turntables, superstructures, bridges, stringers, ties, rails and frongs, chains, bolts, splices and other railroad appurtenances; and any and all other property of every kind and description now owned or possessed by the Grantor.

"Together with all franchises of the Grantor for the maintenance and operation of said line of railroad, or otherwise pertaining thereto, or in connection therewith."

TO HAVE AND TO HOLD all of the above described railroads, lands, premises, personal property, rights, powers, privileges, franchises and immunities, unto Central Union Trust Company of New York and Jay Herndon Smith, Trustees, parties of the second part hereto, their successors and assigns forever;

IN TRUST, NEVERTHELESS, for the common and equal use, benefit and security of all holders of Income Bonds or coupons and otherwise upon all the trusts, and subject to all the terms, conditions, provisos and agreements, expressed and set forth in the Income Mortgage as if the same were herein set forth at length.

SUBJECT, HOWEVER,

(a) to the lien of the Prior Lien Mortgage and the lien of the indenture supplemental thereto of even date herewith, for the security of all bonds at any time issued or hereafter to be issued under the Prior Lien Mortgage within any limitation of amount fixed by the Prior Lien Mortgage or as therein provided; and

(b) to the lien of the Adjustment Mortgage and the lien of the indenture supplemental thereto of even date herewith, for the security of all bonds at any time issued or hereafter to be issued under the Adjustment Mortgage within any limitation of amount fixed by the Adjustment Mortgage or as therein provided.

This indenture may be simultaneously executed in counterparts, each of which so executed shall be deemed to be an original; and such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, St. Louis-San Francisco Railway Company, the party hereto of the first part, has caused this indenture to be signed and acknowledged by its President or one of its Vice Presidents, and its corporate seal to be hereunto affixed and attested by the signature of its Secretary or one of its Assistant Secretaries, as of the day and year