

cluded in the judgment of foreclosure and taxed as costs therein; and the party of the second part is expressly authorized pay any and all sums necessary to protect the title to said premises, and to keep the same free from other liens of whatever nature, including attorney's fees in all actions attacking such title or the validity of this mortgage, and if said prior mortgage be assigned in trust or otherwise, to another than the second party, then any part of principal or interest secured thereby, and taken up, held or owned by said second party, and any and all other sums paid as herein authorized shall be a further lien upon said land and be secured hereby, and may be included in any judgment or decree entered hereon; and all sums secured hereby shall draw interest at the rate of ten per centum per annum, payable annually, from date said sums are expended, except the installments of said note which shall severally draw interest as provided in said installment note.

If all payments be made as herein specified and provided for, then this conveyance shall be void; otherwise to remain in full force and effect.

It is hereby understood and agreed that in consideration of the covenants, agreements and privileges contained in the prior bond and mortgage, referred to above, and the rate of interest provided for therein, and the time and money expended in making the loan evidenced by said prior bond and mortgage, that neither the payment of said prior bond or any part thereof before maturity, nor the exercising of any privilege or option written in said prior bond or mortgage, shall in any way lessen or affect the liability of the party of the first part on the note, or indebtedness, secured by this mortgage.

IN TESTIMONY WHEREOF the said party of the first part has hereunto set his hand.

In the presence of

E. G. Graves

Everett M. Byers

Mattie Boles

Charles A. Boles

STATE OF OKLAHOMA, )  
TULSA COUNTY, ) SS

Before me, the undersigned a Notary Public in and for said County and State, on this 27th day of November 1923, personally appeared Mattie Boles, and Charles A. Boles, her husband to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS , my hand and official seal the day and year above set forth.

My Commission Expires Feb. 21st, 1927 (SEAL) Everett M. Byers, Notary Public  
Filed for record in Tulsa County, Tulsa Oklahoma, Nov. 27, 1923 at 4:30 o'clock P. M. in Book 480, page 446

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

245570 C.J.

SUPPLEMENTAL INDENTURE

between

EMPIRE GAS AND FUEL COMPANY  
AND OTHER CORPORATIONS

and

THE EQUITABLE TRUST COMPANY OF NEW YORK  
Trustee.

Series C

Dated as of May 1, 1923

SUPPLEMENTAL INDENTURE, dated as of the First day of May, 1923, by and between EMPIRE GAS AND FUEL COMPANY, a corporation organized and existing under the laws of the State of Delaware ( hereinafter called the Company), party of the first part; EMPIRE REFINING COMPANY, a corporation organized and existing under the laws of the State of Delaware, EMPIRE GAS AND FUEL COMPANY, a corporation organized and existing under the laws of the State of Maine,