

One Note Due May 20, 1910, and dated May 20, 1909.

Mortgagors hereby covenant and agree that they will pay or cause to be paid when due the above named notes with interest thereon at six per centum per annum at Office of The Warren City Tank & Boiler Co., at Warren, State of Ohio.

Now, Therefore, the said Alpine Oil Company, mortgagors for the better securing the payments of the note aforesaid with interest thereon according to the tenor and effect of said note above mentioned, do hereby grant, bargain, sell and convey, unto said The Warren City Tank & Boiler Co., Mortgagors, their heirs and assigns forever, the following described property, to-wit:

One Steel tank complete, and all improvements thereto, and the land upon which said tank and improvements are located. The tank to have a capacity of 55,000 barrels. Said tank or tanks for the purpose of identification to be plainly marked as follows: No. 8, together with all oil now or which may hereafter be put in said tank or tanks, and Mortgagors expressly represent, and warrant to said Mortgagees, that as far as tank or tanks covered by this mortgage are ready for oil to be put into them they will immediately commence filling the said Tank of tanks and continue filling them with good salable oil until said tank or tanks are full of said oil.

For the purpose of obtaining the above credit the mortgagors expressly represent and warrant that said above described property on which said tank or tanks are now built or are to be built is situated as follows: On land owned by the mortgagors near Tulsa, Okla., and more particularly described as follows:

A part of the Maggie E. Lloyd farm, located and comprising all of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 19, Township 20, Range 13 East; containing Forty acres more or less, and is in Tulsa County, State of Oklahoma, and that they own said land in fee simple, purchased from Maggie E. Lloyd, of Tulsa, State of Oklahoma, and executed by Maggie E. Lloyd, the owner of said land.

THE TITLE, CONTROL AND POSSESSION of all materials furnished, or to be furnished in the construction of the tank or tanks herein referred to, shall be and remain in Mortgagees until actually used by Mortgagees in the construction of said tanks, and if the Mortgagors should fail to make any of the payments herein provided for by this mortgage, then and in that event the mortgagees will have at their option, the right to cease work, and may remove any and all materials furnished by them.

AND WHEREAS, for the further securing of said indebtedness the said mortgagors hereby covenant and agree, that they will keep all the above property and all improvements thereon in good repair, and fully insured for the benefit of the mortgagees, against all possible loss by fire, lightning or tornadoes, and will pay all royalties, taxes, insurance premiums, special assessments, and other items which may become a debt against this mortgaged property, and should mortgagors fail to pay such debts, then the mortgagees may pay the same, and all amounts so paid by them, shall become a debt due in addition to the amounts of indebtedness above named, and shall become a part of this mortgage, and shall become payable upon demand, and if not paid on demand shall bear interest at six per cent per annum from the time of payment thereof until paid back to mortgagees.

NOW IF SAID MORTGAGORS SHALL COMPLY WITH ALL THE OBLIGATIONS HEREIN NAMED then this mortgage shall be wholly discharged and void, but otherwise shall remain in full force and effect, and Mortgagees shall be in full possession of all properties hereby mortgaged, and may foreclose this mortgage in any manner provided by the Statutes of the State of Oklahoma, as they may elect, or by sale of said property, either at public