

TO HAVE AND TO HOLD, all and singular the real estate and appurtenances thereunto belonging aforesaid unto the said trustee and its Successor or Successors in said Trust forever.

The property hereby conveyed is to be held in Trust Nevertheless, for the benefit of the holder of this bond duly issued under this mortgage, and to secure the payment of the Principal and interest of all such bonds according to their terms and the terms of this mortgage, without any preference as to any of said bonds by reason of priority in the time of issue or negotiation or otherwise: PROVIDED, HOWEVER, that if the Hotel Company shall pay the principal and interest of all of said Bonds according to the terms of said Bonds and of this Mortgage and all other amounts payable herein by the Hotel Company, all the estate and interest of the said Trustee in said mortgaged property and all liens thereon by reason of this mortgage shall cease.

And it is hereby agreed between the parties herto and by the Hotel Company and the respective holders from time to time of any of the bonds which may be issued under this mortgage, and of the coupons for interest thereon, that the said Bonds are to be issued by the Hotel Company, and such mortgaged property is to be held by the Trustee under the following provisions, covenants and conditions, viz:

#### ARTICLE I.

This Mortgage of Deed of Trust is to be a continuing lien to secure the full and final payment of the principal and interest of all the bonds which have been or may be created issued and negotiated under the same, to the amount not exceeding in the aggregate the principal sum of Sixty Thousand Dollars (\$60,000). All Bonds issued under and in pursuance to this Mortgage at any time outstanding shall, in all respects, be equally and ratably secured hereby without preference, priority or discrimination.

The Bonds to be issued under this mortgage shall be executed by the Hotel Company and delivered to the Union Trust Company, Trustee, to be certified by it, and after being so certified, said Trustee shall deliver the same to the Hotel Company or to its order, subject to the limitations and conditions contained in this instrument, and not otherwise; and only such of said bonds as shall be certified by the Union Trust Company by signing the certificates endorsed thereon, shall be secured by this mortgage or entitled to any lien or benefit hereunder. All of said bonds, of the par value of Sixty Thousand Dollars (\$60,000) shall be certified by the Trustee and retained and used by it as follows:

(a) Thirty Thousand Dollars (\$30,000) par value of said Bonds shall be used in refunding, paying and retiring the bonds to the amount of Thirty Thousand Dollars (\$30,000) issued by the Robinson Investment Company, to the said Conquerer Trust Company of Joplin Missouri, and procuring and recording a release of said mortgage or deed of trust.

(b) Ten Thousand Dollars (\$10,000), par value, of said bonds shall be used to pay and release said second mortgage given on said property by said Robinson Investment Company to H. P. Anderson and assigned by him to the Union Trust Company, of Tulsa, Oklahoma.

(c) Twenty Thousand Dollars (\$20,000), par value, of said bonds shall be used to pay off and release all other indebtedness of the Robinson Investment Company against said property, so as to leave said property free and clear of all liens, claims and encumbrances, subject only to the lien of this indenture.

(d) If any bond hereunder shall be mutilated, lost, or destroyed, the Hotel Company shall, upon reasonable terms and conditions prescribed by the Board of Directors, issue