

(100) feet in ^{lot} three (3), township nineteen (19) range twelve (12) east.

Also all refineries and other property located on the three tracts of land described aforesaid.

Also the main trunk pipe line of The Uncle Sam Oil Company beginning at Uncle Sam Sand Creek Pumping Station, about two (2) miles south of Bartlesville on Sand Creek, running almost due north to the state line to Tyro Pumping Station near the City of Tyro, Montgomery County, Kansas, thence northeasterly to Cherryvale, Uncle Sam Refinery No. 1, thence straight north through Montgomery County, clear across the east line of Wilson County, clear across the east line of Woodson County and into Coffey County to Aliceville; thence in a northeasterly direction through Anderson, Franklin and Douglas Counties through Eudora, Kansas; thence in a northeasterly direction along the south line of the Kansas River to Argentine, Kansas; thence across the Kansas River to the site of the Kansas City Uncle Sam Refinery, in Wyandotte County, Kansas.

To have and to hold the aforesaid property, and the income, rents, issues and profits thereof, and all rights, privileges, and appurtenances belonging or appertaining thereto unto the Trustee, its successors and assigns forever:

BUT IN TRUST, NEVERTHELESS, for the equal and proportionate benefit and security of all present and future holders of the bonds and interest coupons issued and secured hereunder, and to enforce the payment thereof, when payable, in accordance with the true intent and meaning of the stipulations of this indenture and of the said bonds and coupons, and without preference of any of the said bonds over any others thereof by reason of priority in the time of the issue or negotiation thereof.

PROVIDED HOWEVER and these presents are upon the express condition, that if the Oil Company, its successors or assigns, shall pay or cause to be paid unto the holders of said bonds and coupons to be issued as aforesaid, the principal and interest to become due thereon at the time and in the manner stipulated therein, and shall keep, perform and observe all and singular the covenants and promises in said bonds and in this indenture expressed as to be kept, performed and observed by or on the part of the Oil Company, then these presents and the estates and rights hereby granted shall cease, determine and be void, otherwise to be and remain in full force;

AND PROVIDED FURTHER, that, except as hereinafter provided, until default shall be made in the payment of the principal or interest of the bonds hereby secured or any of them or breach of any of the covenants or promises herein contained, the Oil Company shall be suffered and permitted to possess and enjoy the aforesaid property and appurtenances and to receive and use the income, rents, issues and profits thereof; and it shall also be suffered and permitted to sell any machinery or fixtures which may have become worn out or useless and apply the proceeds for the purchase of substitutes therefor or additions to its plant.

AND PROVIDED FURTHER, that any part or parts of the property hereby conveyed or intended to be conveyed, may at any time, at the request of the Oil Company, be released by the Trustee from the lien of this mortgage or deed of trust, upon the following conditions:

It must appear to the Trustee that the release is desirable in the conduct of the business of the Oil Company; and the Oil Company must acquire so as to pass under the ^{lien} ~~lien~~ of this mortgage or deed of trust and so as to be held hereunder in like manner as other property conveyed hereby, or must convey, or cause to be conveyed, to the Trustee with like effect as if conveyed hereby, further real estate or other property, or must improve the property mortgaged hereby, or must pay money to the Trustee, to an