

## MORTGAGE

COMPLETED

This mortgage made and entered into this 18th day of May, 1909, between the Tulsa Publishing Company, a corporation of Tulsa, Oklahoma, party of the first part, and C.L. Holland, of Tulsa, Oklahoma, party of the second part:

Witnesseth, that in consideration of the debt and trust hereinafter created and the sum of One Dollar, paid by said second party, receipt of which is hereby acknowledged, the Tulsa Publishing Company, first party, does hereby, sell, assign, set over and confirm unto second party, the following described property, to-wit:

all of the Engines, Printing Presses, Type, Type setting Machines, Paper Stocks, Cutting Machines, Tools, Utensils and Equipment of every kind, including and embracing the entire Printing and Publishing Plant now owned by said first party, its successors and assigns, or which may hereafter be acquired, also all Franchises, contracts ~~choses~~ in action and good will of the Tulsa Publishing Company, its successors or assigns, which are now in effect or which may hereafter be acquired.

To have and to hold with all and singular the appurtenances and things thereto belonging unto the said second party, his successors and assigns and to his grantees, forever; In Trust, however, for the following purposes: Whereas said Tulsa Publishing Company, has, by authority of a resolution of its board of directors, passed and adopted at a regularly called meeting thereof at which all of the members of the board were present, held on the 14th day of May, 1909, at its office in Tulsa, Oklahoma, made, executed and issued bonds of said corporation, aggregating \$15,000.00 of the denominations of \$100., each, numbered from 1 to 150, inclusive, dated May 17, 1909, due June 11, 1914, and redeemable at the option of said company after June 1, 1910, by paying the face value and accrued interest thereon, bearing interest at the rate of six per cent per annum from date, payable, semi annually; both principal and interest payable at the Central National Bank in the city of Tulsa, Oklahoma; It is understood and agreed that the said second party is constituted and appointed Trustee for the holder or holders of any and all of the bonds herein described with power and authority to act and hold for them and in their stead

Said party of the first part further covenants and agrees that it will keep the premises and property, herein conveyed, insured in some solvent Fire Insurance Company for the sum of \$10,000.00 and will pay or cause to be paid all taxes, licenses and assessments that may be legally assessed against said property during the term of this obligation. In case of default in the compliance of the foregoing provisions the trustee, herein, shall insure the property, herein conveyed, or pay any or all delinquent taxes and assessments and the same shall become a lien, the same as the bonds mentioned herein, and shall bear six per cent interest from date of payment.

Now, therefore, if said first party or any one for it, shall well and truly discharge and pay off the debt herein expressed and every part thereof and do and perform all of the obligations and things herein provided, according to the terms, tenor and effect thereof, when the same become due, then this conveyance shall become void and the property herein described shall be released of record by said trustee at the expense of said first party; but if the said first party shall fail or refuse to pay the same or any part thereof, or the interest thereon when the same ought to be paid; then, and in that case, the trustee, at the request of the holder or holders of one or more of the then unpaid bonds, shall proceed to sell the same at public sale to the highest bidder for cash in hand at the front door of the Court House of the County of Tulsa, in the City of Tulsa, Oklahoma, between the hours of 10 o'clock