

mortgage or deed of trust dated February, 1, 1910, made between the Osage and Oklahoma Company and The Colonial Trust Company, Trustee.

TO HAVE AND TO HOLD the property above described and mentioned or intended so to be unto the said Trustee, its successors and assigns, forever; but in trust, nevertheless, under and subject to the conditions, covenants, promises, agreements and provisions hereinafter set forth and for the equal and proportionate benefit and security of the holders of the bonds and interest obligations issued and to be issued under and to be secured by this indenture, and for the enforcement of the payment of such bonds and interest obligations in accordance with the provisions of such bonds and interest obligations and of this indenture without preference, priority or distinctions as to lien or otherwise of any one bond over any other bond by reason of priority in the issue thereof, or by reason of any other cause.

And the parties hereto do covenant, promise and agree to and with each other as follows:

FIRST. That all of the said three hundred and forty, second mortgage, six year, six per cent., sinking fund, gold bonds hereinbefore mentioned and described together with the interest coupons thereon, are to be issued, certified and delivered, and <sup>the</sup> the stocks, bonds and other property, which are or may be subject to the lien of this indenture, are to be held by the Trustee subject to the further covenants, conditions, promises, agreements, uses and trusts hereinafter set forth.

SECOND. The Company covenants and agrees that from time to time hereafter, as soon as acquired by it, it shall and will by proper and sufficient deed of assignment, sell, assign, transfer, convey, pledge and mortgage to and with the Trustee any and all other or additional property of every nature and kind, real, personal or mixed and of whatsoever nature and wheresoever situate, including all stocks, bonds and securities in any other company or companies which it may own, purchase or acquire, as further and additional security under this indenture for the payment of the principal and interest of the three hundred and forty, second mortgage, six year, six per cent., sinking fund, gold bonds hereinbefore recited, and the Trustee shall receive and shall hold and apply any such other or additional property, including stocks, bonds and securities of other companies or corporations, under and in accordance with the terms of this indenture; but any such sale, assignment, transfer, conveyance, pledge or mortgage made pursuant to the provisions of this clause shall be subject to any reservation, limitation, condition or provision herein set forth respecting the use, management and disposition of property bound hereunder and of the proceeds thereof. And whenever such other or additional property is the proper subject of a real estate or chattel mortgage, the Company agrees to properly execute such real estate or chattel mortgage fully describing such property and cause the same to be duly filed or recorded in the office for recording deeds and mortgages or other proper office required by law in the county where such property is situate, and to do and perform all things necessary to make such mortgages <sup>or</sup> liens already thereon when it acquires such title. But it is understood that the lands, leases, leaseholds, leasehold estates, pipe lines and other property hereinbefore specifically described are subject to the lien of a certain other mortgage given by the Company to the Trustee under date of April 1, 1905.

*as first, and then upon such property except only any purchase money mortgage or liens which it may place thereon in acquiring the title thereto and any mortgages*