19

I

NOTE TO BE CREATED AND DELIVERED.

ARTICLE 1.

SECTION 1. All notes secured hereby, or intended so to be, shall be executed and delivered by the Grantors to the Mercantile Trust Company, of the City of St Louis, Massouri for certificates and thereupon said Trust Company, shall certify tand deliver the same to the Grantors, The aggregate amount of the notes issued hereunder shall not exceed the sum of Thirteen Thousand (\$13,000) Only such notes as shall bear thereon the certificate aforesaid of the said Mercantile Trust Company shall be secuted by this Indenture, and such certificate upon any note shall be conclusive evidence that the note so certified has been lawfully issued hereunder and is se-cuted hereby.

Last NOTES TO BE SUBSTITUTED

SECTION 2. In case any note issued hereunder with the coupons hereunto attached shall become mutilated lost or destroyed, the Grantors in their discretion may issue, and thereupon said Trust Company shall certify and deliver a new note of like tenor, bearing th same serial number and date, in lieu of and in sustitution thereof; but this shall be done only upon cancellation of the mutilated coupons, and upon receipt of evidence satisfactory to the Grantors and to the said Trust Company of the loss or destruction of such note and its coupons, and upon receipt also of such satisfactory indemnity as the Grantors and said Trust Company may require.

TO KEEP POSSESSION UNTIL DEFAULT ARTICLE 11,

Until default in the payment of the interest orprincipal of the note hereby secured, or in the performance of any of the provisions of this Indenture of Trust, and until such dexault shall have continued as in this indenture provided, the Grantors and their successor's and assigns shall be permitted and suffered to possess, manage, operate and enjoy the premises and property hereby conveyed, assigned, and mortgaged, and all appurtenances thereunto belonging, and to receive and use the earnings, income, rents, issues and profits there of in the same manner, and with like effect, as if this indenture had not been executed.

COVENANTS TO PAY ARTICLE 111.

SECTION 1. The Grantors further agree that they will pay the principal of said notes according to the terms thereof when the principal shall become due, upon surrender of the notes; and will pay the interest thereon according to the terms thereof until the principal is paid, without any deduction from principal or interest for any taxes, assessments or Governmental or other charges now or hereafter imposed by the United States, or by the State of Oklahoma, or by the City of Tulsa, or by any other authority whatsoever, whether on the property hereby conveyed or any part thereof, or on said notes or on the interest coupons attached thereto; and the Grantors further covenant and agree that when and as the coupons attached to said notes mature and become payable they shall be paid by them and cancelled. And it is hereby expressly agreed and understood that in order to provide for the payment of said coupons and of the principal of said notes, the Grahors shall and will deposit with the Mercantile Trust Company of the City of St Louis, Missouri, at least three thic days in advance of the time when such coupons and notes respectivly mature, a sum of money in gold coin, or its equivalent, as hereinbefore provided, sufficient to pay all of said maturing notes and coupons.

It is also hereby expressly agreed and understood that 30 purchase or sale of any of said coupons, or advances or loans upon the same, made on behalf or at request with the privity of the Grantors shall operate as keeping said coupons alive or in force as a lien