

for and in consideration of the sum of one (\$1.00) dollars in hand paid, the receipt of which is hereby acknowledged, the party of the first part, the Tulsa Cotton Oil Company, doth by these presents grant, bargain, sell and convey unto the said F.G. Kinney and Culpepper Exum, their heirs and assigns the following described real estate and buildings and machinery, goods and equipment, situated thereon, to-wit:

Situate in Tulsa County, State of Oklahoma, to-wit: Lots One (1) and Two (2) Block Three (3) in Factory Addition to the City of Tulsa, Oklahoma, as shown by the records thereof as recorded in the office of the Register of Deeds in and for Tulsa County, Oklahoma, together with all the improvements thereon and the appurtenances thereunto belonging. Also all that part of Lots One (1) and Two (2) in Block Two (2) in Factory Addition to the City of Tulsa, Oklahoma, which lies north and East of a line running across said lots and described as follows, to-wit: Beginning at the Southeast corner of said Lot Two (2) and running thence in a Northwesterly direction to a point on the North line of said Lot One (1) 25.9 feet east of the Northwest corner of said Lot One (1) And the parties hereto grant the right of ingress and egress to the present owners of Lot Two (2) Block Two (2) as grantees, representatives, heirs and assigns, over and across the South part of the above described real estate, leaving from the reserved part of Lot Two (2) Block Two (2) out to Quincy Street in the aforesaid Factory Addition. As shown by the record thereof as recorded in the office of the Register of Deeds in Tulsa County and State of Oklahoma, together with all the improvements thereon and the appurtenances thereunto belonging.

TO HAVE AND TO HOLD SAID REAL ESTATE? BUILDINGS? MACHINERY? TOOLS? EQUIPMENT? and APPURTENANCES UNTO THE SAID F. G. Kinney and Culpepper Exum, their heirs and assigns forever.

THE TULSA COTTON OIL COMPANY covenants that it is lawfully seized and possessed of said real estate, Buildings, machinery, tools, and equipment and other improvements, and has full power and authority to sell and convey the same by this Deed of Trust, and that the title so conveyed is clear and free of all incumbrances at the time of the execution of this Deed of Trust.

The party of the first part binds itself, its successors and assigns, to pay all cost incurred and a reasonable attorney's fee in the event it becomes necessary to foreclose the lien established by this Deed of Trust under the terms thereof, or by the intervention of a court of equity.

As further security for the payment of said notes and the interest that may accrue thereon, the party of the first part, the Tulsa Cotton Oil Company hereby agrees and binds itself to keep the buildings, machinery and fixtures upon the real estate hereinbefore described insured against loss, by fire and tornado, in some reputable and solvent insurance Company, or companies, approved by the beneficiaries under this Deed of Trust, in the sum of Forty Five thousand (\$45,000.00) dollars, with a provision in the policy or policies, that loss, if any, shall be paid to the said F.G. Kinney, and Culpepper Exum, their heirs and assigns, as their interest may appear, and such policy or policies shall be delivered to the Citizens National Bank, of Chattanooga, Tennessee, as trustee of the beneficiaries of the policies to be held in trust by said Citizens National Bank for the convenience of the said Tulsa Cotton Oil Company in placing and maintaining said insurance in force, permission being herein allowed for the cancellation, exchange or renewal of any or all of said Insurance policies in compliance with the letter and spirit of this instrument with respect to keeping the property involved properly and adequately insured, and should the Tulsa Cotton Oil Company fail to effect such insurance and to keep the same in full force and effect, the said F. G. Kinney and