

any discrimination, Preference or Priority in favor of any one bond over any other by reason or Priority in time of issue thereof, or otherwise, and with the Power and upon the terms, conditions and covenants hereinafter expressed and declared of and concerning the same, that is to say,

Article 1: No one of the bonds of the company shall be deemed issued or valid or secured by this mortgage until the same shall have been authenticated by Colonial Trust Company as trustee, or its successor or successors in the trust hereby created, by the execution of the certificate indorsed thereon. forthwith upon the execution and delivery of these Presents and the filing of the same for record in the office of the register of deeds of the county of Tulsa, in the state of Oklahoma, said Colonial Trust company, trustee, shall certify and deliver to the President of the company, or on his order all of said bonds.

In case any bond issued hereunder, with the coupons thereto appertaining, shall become mutilated, or be lost or destroyed, the company, in its discretion, may execute and thereupon said trustee shall certify and deliver a new bond of like tenor and date including and unmatured coupons thereon, bearing the same serial number, in exchange and substitution for, and upon cancelation of, the mutilated bond and its coupons, or in lieu of or substitution for said lost or destroyed bond and its coupons receipt of satisfactory evidence of the loss or destruction of such bond and its coupons, and upon receipt also of satisfactory indemnity.

Before certifying and delivering any bonds hereunder, the said trustee shall detach and cancel all coupons thereon then matured.

The bonds issued hereunder may be signed by the President and secretary of the company for the time being, whether they are the same Persons who held such offices at the date hereof, or successors of such officers, or either of them; and in like manner the coupons attached to such bonds may be signed by the lithographed facsimile of the signature of the secretary for the time being of the company, whether the same Person who held such office at the date hereof, or his successor.

Article 11: Until the company or its successors shall make default in the Payment of same Principal money or interest secured by said bonds or any of them according to the tenor thereof, or of the coupons thereto annexed, or shall make default or breach in the Performance or observance of any condition obligation or requirement of the said bonds, or by this mortgage imposed upon the company or its successors, the said trustee or its successors or successors, shall Permit and suffer the company, its successors or assigns, to Possess, manage, operate and enjoy the said railroad and Property with their equipment and appurtenances, and all other lands and Premises, Property and franchises hereinbefore described, and to receive, take and use the tolls, incomes, revenues, rents, issues, and Profits thereof, in the same manner and with the same effect as if this deed of trust had not been made.

Article 111: In case of the company, or its successors made default in the Payment of any interest on said bonds, according to the tenor thereof, and such default continue for the Period of ninety days or in case the company, or its successors make default in the Performance of any condition covenant, agreement, or stipulation thereof to be performed by it, and such default shall continue for ninety days thereafter, or shall make default in the Payment of any Principal money of said bonds, the trustee may, and upon the written request of the holders of a majority of said bonds outstanding at the time, being indemnified by them to the satisfaction of said trustee against loss or liability in the Premises, shall Proceed to enforce the lien of these Presents by such legal or equitable action of proceedings as may be deemed best or be advised by counsel.