

And whereas, it was further resolved by said Board of Directors at said meeting, that in order to secure the payment of the principal and interest of said notes and coupons there- attached, the grantor should and its president and secretary were authorized and directed to make, execute, acknowledge and deliver a second mortgage to the trustee herein and to its successor in trust of the real estate and property herein above described.

And whereas, the grantor has caused the aforesaid notes to be executed by its President and Secretary, and caused its corporate seal to be thereto affixed and having the name of its secretary engraved upon each of said coupons.

Now therefore, in pursuance and ^{under} the authority of said resolution of the Board of Directors of the Grantor, lawfully had in regard thereto, for the purpose of securing the payment of the principal and interest of the six hundred notes to be issued hereunder according to their legal tenor and effect and ^{irrespective} of the time the same may be issued, and for the purpose of securing the fulfillment of all the covenants and conditions hereinafter contained, and in consideration of the purchase of and the payment for said notes and coupons by the several note holders and in the further consideration of the sum of one dollar to them in hand paid by the trustee, the receipt of which is hereby acknowledged, the grantor has mortgaged and does hereby mortgage unto the said Colonial Trust Company, of Tulsa, Tulsa County Oklahoma, Trustee, and as Trustee, the following described real estate situated in Tulsa, Tulsa County, State of Oklahoma, To-wit:

All that part of Lots Numbered One (1) and Two (2) in Block One Hundred Twenty-one (121) in the city of Tulsa, ^{included} within the following boundaries: Beginning at the northeast corner of said block ~~all~~ Hundred twenty-one (121), thence in a westerly direction along the north line of said block One Hundred feet; then in a southerly direction, and at right angles to said north line of said block, One Hundred ten (110) feet, thence in an easterly direction and parallel to the north line of said block, One Hundred feet, to the east line of said block, thence in a northerly direction and along the east line of said block One Hundred ten feet (110) to the point of beginning, together with all the appurtenances improvements, easements, and buildings thereunto belonging.

To have and to hold the abovescribed premises and property, together with all and singular, the improvements now erected thereon or which may hereafter be erected thereon, unto the said trustee, its successor or successors as ^{such} trustee, and to its assigns and to the assigns of such successor, forever.

This mortgage however is made in trust for the common and equal use, benefit and security of all and singular the person or persons, natural or corporate, who shall from time to time be the holders of any of the notes and coupons herein mentioned, without preference, priority or distinction thereof, subject to the terms, provisions and stipulations in said notes, and in this mortgage, and for the uses and purposes, and subject to the terms, conditions, provisions and agreements hereafter mentioned and declared.

Provided always; However, that these presents are upon the express condition, that if the grantor, its successors or assigns, shall ~~will~~ and truly pay or cause to be paid the principal and interest of each and all of said notes hereby secured, at the times and in the manner prescribed for payment thereof in said notes, and in the coupons thereto respectively attached, and shall well and truly perform and observe each and all covenants, terms and conditions in said notes and coupons and in these presents respectively expressed to be kept, performed or observed by or on the ~~part~~ of the grantor, then this mortgage and the trust herein created shall cease, determine and be of no effect, and this the said mortgage on demand of the grantor, and at its cost and expense shall be released, and satisfied of record by the Trustee, otherwise these presents shall remain in full force and effect.

The grantor for itself, its successors, and assigns does covenant and agree to, and with the trustee, its successors in trust, and with it and their assigns, that it is well seized and possessed of the a good, absolute, perfect, complete and indefeasible title and estate of the property hereby mortgaged, and that it has full power and lawful authority to mortgage the same in the form of this mortgage, and for the purposes aforesaid, and that all said property is free from the purposes aforesaid, and that all of said property is free from encumbrances, liens, and taxes, and it will warrant and forever defend the title to and the possession of the same unto said trustee, and unto its successor or successors forever, against the lawful claims of all persons whatsoever; except, a certain deed of trust, given by the said Tulsa City Building Association, and dated the 30th day of April, 1910, and whereby the said grantor conveyed said property with other property in trust to The