

Mercantile Trust Company, of St Louis, Missouri, as trustee, to secure the sum of Thirty Thousand Dollars, and which deed of trust is of record in the office of the Register of Deeds of Tulsa County, Oklahoma, and this mortgage is given subject to all the terms and conditions of said deed of trust, and is subordinate thereto.

Article I.

Notes to be certified and delivered. Section 1. All notes secured hereby, or intended so to be, shall be executed and delivered by the grantor to the Colonial Trust Company, of the city of Tulsa, Tulsa County, Oklahoma, for certification, and thereupon said said Trust Company shall certify and deliver the same to the grantor. The aggregate amount of the notes issued hereunder shall not exceed the sum of Sixty Thousand Dollars. (\$60,000). Only such notes as shall bear thereon the certificate aforesaid of the said Colonial Trust Company shall be secured 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 secured hereby.

Lost notes to be substituted. Section 2. In case any note issued hereunder with the coupons hereunto attached, shall become mutilated, lost or destroyed, the grantor in its discretion may issue, and thereupon said Trust Company shall certify and deliver a new note of like tenor, bearing the same serial number and date, in lieu of and in substitution thereof; but this shall be done only upon cancellation of the mutilated note and its coupons, or in lieu of and in substitution for the lost or destroyed note and its coupons, and upon receipt of evidence satisfactory to the grantor 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 grantor and said Trust Company may require.

Article II.

To keep possession until default. Until default in the payment of the interest of principal of the notes hereby secured, or in the performance of any of the provisions of this indenture of trust, and until such default shall have continued as in this indenture provided, the grantor, and its successors 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, issues and profits thereof in the same manner, and with like effect as if this indenture had not been executed.

Article III.

Covenants to pay. Section 1. The grantor further agrees that it 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 or County 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 grantor further covenants and agrees that when and as the coupons attached to said notes mature and become payable they shall be paid by it and canceled. 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 grantor shall and will deposit with the Colonial Trust Company, of the City of Tulsa, Tulsa County, Oklahoma, at least three days in advance of the time when such coupons and notes respectively mature, a sum of money, in gold coin, or its equivalent, as hereinbefore provided, sufficient to pay all of said maturing notes and coupons.

Deposit three days in advance.

It is hereby expressly agreed and understood, that no purchase or sale of any of said coupons, or advances or loans upon the same, made on behalf or at request or with the privity of the grantor, shall operate as keeping said coupons alive or in force as a lien upon the property hereby conveyed against the holders of the other notes and coupons hereby secured.

Article IV.

To keep free of liens.

The grantor shall not suffer to be created or remain outstanding any mechanic's laborers' statutory, or other liens upon the premises hereby conveyed, or any interest therein, or in any part thereof, the lien whereof may or can be held to be superior or equal to the lien of this indenture; and it shall not suffer or permit any other matter or thing whatsoever to be done, created or remain outstanding, whereby the lien of these presents may or can be impaired.

Article V.

To pay

The grantor shall and will promptly pay, within the time required by law, all taxes, rates, charges, levies, and assessments, whether general or special, lawfully levied or imposed upon and required from all and singular the property hereby conveyed or upon any part thereof, which shall become due and payable under any law now in force or that may at any time hereafter be enacted, and whether said taxes be levied or imposed upon the interest of the grantor or of the trustee or of the noteholders in said property.

Article VI.

The grantor shall, and will at all times, keep the buildings and improvements upon said premises insured for a fair amount of their reasonable worth against loss by fire and lightning, and by cyclone, tornado or other