

## MORTGAGE.

This indenture, bearing date the first day of November 1920, made and entered into by and between Midco Petroleum Company, a corporation organized and existing under and by virtue of the laws of the State of Oklahoma (hereinafter sometimes called the "Company"), party of the first part, and Continental and Commercial Trust and Savings Bank, a corporation organized and existing under and by virtue of the laws of the State of Illinois and duly authorized and qualified, under the laws of said State of Illinois, to accept and execute the trusts herein created, and William P. Kopf, of Chicago, in the County of Cook, and State of Illinois (both of whom are hereafter sometimes called the "Trustees," and the former of which is sometimes hereinafter referred to as the "Corporate Trustee"), parties of the second part.

Witnesseth: Whereas, the Company is duly incorporated under the laws of the State of Oklahoma and has full power and authority under the laws of said State and under its Charter and Articles of Incorporation, to borrow money for its lawful corporate purposes and to make and issue its bonds and to secure the same by mortgage, pledge or conveyance in trust, or otherwise, of any and all of its property now owned or hereafter acquired; and

Whereas, the Company deems it necessary to borrow money for its lawful corporate purposes, and to that end has determined to make and issue its first mortgage serial negotiable coupon gold bonds in the aggregate principal amount of Four Million (\$4,000,000) Dollars, in the form, amounts and maturities hereinafter stated, and to execute and deliver this Indenture for the purpose of securing the same; and

Whereas, said bonds are all to be dated November 1, 1920, with interest thereon until the payment of the principal thereof, at the rate of eight per cent per annum, payable quarterly on the first days of February, May, August and November of each year, as evidenced by appropriate interest coupons to be attached to each of said bonds, both principal and interest of said bonds being payable at the office of the Corporate Trustee in the City of Chicago, Illinois, in gold coin of the United States of or equal to the standard of weight and fineness existing on November 1, 1920, and said bonds to be of like tenor and effect, except as to denominations, distinguishing numbers and dates of maturity; and

Whereas, each of said bonds is to be signed by the President or Vice President of the Company, and to be attested under its corporate seal by the Secretary or Assistant Secretary, and to be guaranteed as to payment of principal and interest by M. M. Travis and Midco-Mexico Petroleum Co., and to be authenticated by the certificate of the Corporate Trustee, bearing also a form for registration thereof, and the coupons attached to each of said bonds are to be authenticated by the facsimile signature of the Treasurer of the Company engraved or lithographed thereon, which bonds, coupons, certificate, form of guaranty and of registration clause are to be substantially in the following form, save as to denominations, distinguishing numbers and dates of maturity, to wit:

(Form of Bond.)

No.....

\$.....

United States of America,  
State of Oklahoma,  
Midco Petroleum Company.

First Mortgage Eight Per cent Serial Sinking Fund Gold Bond.

For value received, Midco Petroleum Company (hereinafter called the Company), a corporation duly organized and existing under and by virtue of the laws of the State of Oklahoma, acknowledges it is indebted, and hereby premises to pay, to the bearer hereof, or if this bond be registered, then to the registered holder hereof, the sum of .....Dollars, on the first day of.....19.... (unless this bond be sooner redeemed), and to pay interest thereon from the date hereof until the payment of the principal hereof, at the rate of eight per cent per annum, payable quarterly on the first days of February, May, August and November of each year after the date hereof, as evidenced by and upon the presentation and surrender of the interest coupons hereto attached, as they severally become due.

Both principal and interest of this bond are payable at the office of the Continental and Commercial Trust and Savings Bank, in Chicago, Illinois, in gold coin of the United States of or equal to the standard of weight and fineness existing on November 1, 1920, without deduction for any taxes or governmental charges (except that portion of any Federal income taxes in excess of two per cent and except succession and inheritance taxes which the Company or said Bank or the Trustees hereinafter mentioned, or any of them, may be required or permitted to pay thereon, or to deduct or retain therefrom, under or by reason of any present or future constitution, law or lawful regulation of the United States or of any state, territory, county, municipality or other lawful taxing authority therein.

This bond is one of a duly authorized issue of bonds of the Company of the aggregate principal amount of Four Million Dollars, known as its First Mortgage Eight Per Cent Serial Sinking Fund Gold Bonds, all of which are of like date, tenor and effect, except as to denomination, distinguishing numbers and dates of maturity.

All of said bonds are issued, or to be issued, and equally secured as to payment without preference, priority or distinction of any bond over any other, under and in pursuance of and subject to the provisions of a certain trust indenture dated November 1, 1920, between the Company and Continental and Commercial Trust and Savings Bank and William P. Kopf, as trustees, mortgaging and conveying to said trustees certain property of the Company situated in the State of Oklahoma and elsewhere, reference to which indenture is hereby made for a more particular description of the property mortgaged, the rights of the holders of the bonds and the terms and conditions upon which said bonds are issued, to all of which terms and conditions the holder or registered owner of this bond expressly consents and agrees by the acceptance hereof.

This bond may be called and redeemed by the Company on any interest payment date prior to its fixed maturity upon the notice and in the manner and upon the terms prescribed in said indenture and upon the payment of par, accrued interest and a premium of one per cent upon the principal.