

This mortgage is subject and second to a mortgage to The Farm Mortgage Trust Company, to secure the payment of \$1,200.00.

The said mortgagee or assigns may pay any sum or sums of principal or interest due and unpaid on said prior mortgage, and on such payment shall be subrogated to the rights of the prior mortgagee, or may pay the taxes on said land, and the amount so paid, for principal or interest or taxes, together with interest thereon at ten per cent per annum, shall be a lien on said premises and be secured by this mortgage.

If default shall occur in the payment of any sum or sums hereby secured, or the payment of any portion of the principal or interest on said prior mortgage, or in payment of the taxes on said premises when due, or if any of the conditions or agreements set out in said prior mortgage are not conformed to or complied with, then the whole amount hereby secured shall immediately become due and payable and this mortgage may then be foreclosed.

Witness our hands, this 24th day of June, 1921.

State of Kansas, Shawnee County, ss.

Charley M. Duncan, Jr.
Rosa Duncan,

Be it remembered, that on this 30th day of June 1921, before me, a Notary Public in and for said County and State, came Charley M. Duncan Jr. and Rosa Duncan, husband and wife, to me personally known to be the same person described in and who executed the foregoing mortgage, and duly acknowledged the execution of the same as their voluntary act.

In testimony whereof, I have hereunto set my hand and seal, the day and year last above written.

My commission expires Nov. 8th, 1924.

(L.S.)

E. R. Ambrose,
Notary Public.

Recorded July 7, 1921,
At 9:45 o'clock A.M.

E. R. Ambrose
Register of Deeds,
Shawnee County,
Deputy.

MORTGAGE.

This supplemental indenture, Made as of the first day of April, A. D. 1921, by and between Elmerdale Oil Company, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware (hereinafter sometimes termed the "the Company") party of the first part, and Continental and Commercial Trust and Savings Bank, a corporation duly organized and existing under and by virtue of the laws of the State of Illinois, as Trustee (hereinafter sometimes termed "the Trustee"), party of the second part,

Witnesseth:

Whereas, the Board of Directors of the Company with the concurrence of the owners and holders of all the then outstanding capital stock of the Company at meetings duly called and convened authorized the Company to execute and issue its First Mortgage Bonds, of the principal amount of Five Million Dollars (\$5,000,000), bearing date June 1, 1919, payable June 1, 1929;

And whereas, in order to secure the payment of said bonds and the interest thereon, the Company executed, acknowledged and delivered to the Trustee a certain Trust Indenture bearing date as of the first day of June, A.D. 1919, wherein and whereby the Company did grant, bargain, sell release, convey, assign, transfer, pledge, set over and confirm unto said Trustee and its successors in trust, all of the real and personal property of every nature and character of the Company whether owned by the Company at the date of said Trust Indenture or thereafter acquired by it, together with the rents, issues and profits thereof the same to be held by said trustee in trust under the terms and conditions of said Trust Indenture; which said Trust Indenture has been duly filed or will be filed for record in the counties hereinafter mentioned;

And whereas, it is among other things provided that upon the written request of the Trustee the Company will forthwith execute, acknowledge and deliver all such further, other and supplemental instruments and will take such further action as may reasonable be required for better assuring and confirming unto the Trustee the mortgaged property or any part thereof;

And whereas, since the date of said Trust Indenture the Company as acquired certain property hereinafter described and the Trustee has in writing requested the Company to execute and deliver a Supplemental Trust Indenture for the purpose of better assuring and confirming unto the Trustee all the property acquired by the Company since the date of said Indenture and specifically subjecting the same to said Trust Indenture;

And whereas, by proper action of its Directors, the Company has duly authorized the President or a Vice President and Secretary or an Assistant Secretary of the Company to execute, acknowledge and deliver to said Trustee, a Supplemental Trust Indenture describing specifically and granting, bargaining, selling, conveying, assigning, transferring, pledging and confirming to and with said Trustee and its successors on the same terms and conditions and upon the same trusts as contained in said Trust Indenture, dated June 1, 1919, the property hereinafter described and further authorizing said officers to do all other acts and things they or said Trustee may deem necessary or proper in the premises for and in the name and behalf of the Company;

Now, therefore, this Supplemental Trust Indenture witnesseth:

That for and in consideration of the premises and of the sum of One Dollar (\$1.00), lawful money of the United States, in hand paid by the Trustee to the Company at or before the enrolling and delivery of these presents, the receipt whereof is hereby acknowledged, and in order to secure the payment of said bonds and the interest thereon, the Company, the party of the first part, has granted, bargained, sold, released, conveyed, assigned, transferred, pledged, set over and confirmed, and by these presents, does hereby grant, sell, release, convey, assign, transfer, pledge, set over and confirm unto the Continental and Commercial Trust and Savings Bank, as Trustee, and to its successors in Trust forever, all the following described property, to wit:

For Record See Book 75 Page 255.