468 DOUGLAS COUNTY on the original Notice of the exercise of any option granted herein to the Mortgagee is not required to be given. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respectiv heirs, executors, administrators, successors and assigns of the parties thereto. Whenever used, the the 7th day of October 19 59 7 Janed a D singular number shall inslude the plural, the plural the singular, and the use of any gender shall be applicable to all genders. II! WITNESS WHEREOF the Mortgegor(s) have hereunto set their hand(s) and seal(s) the day and year 0 Reg. of Death first above written. Deputy Everett E. Craig Butter 1958 Elizabeth E. Craig STATE OF KANSAS, COUNTY OF DOUGLAS) 55: EE IT RENGUEERED, that on this 21st day of September, 1938, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Everett E. Craig & Elizabeth E. Craig, his wife, to me personally known to be the same person(s) who executed the above and foregoing instrument of writing, and duly acknowledged the execution of same. IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal on the day and year last above written bet del gel el written. Arthur S. Pock Notary Public. (SEAL) by Commission expires 10/3/40 anger of Warld ark P. B. Recister of Deeds. Recorded September 22, 1938 at 9:00 A.M. A specificate *********************************** 60 1 thereas Receiving No. 6705 ASSIGNMENT OF REAL ESTATE MORTGACE FOR VALUE RECEIVED, I hereby sell, transfer and assign to Harry States, all my right, title and interes Lie in and to a certain mortgage and the indobtedness secured thereby, made and executed by Harlay C. Arm-strong & Alice Armstrong, hiswife and Theodore Armstrong, single, to S.S. Rico, which mortgage is re-corded in Book 75 of Mortgages, Page 570, in the office of the Register of Deeds in Dougles County, amount secured Kanses. IN MITNESS WHEREOF, I have hereunto set my hand this 26th day of October 1937 Margarot States (Corp. Seal STATE OF KANSAS , Shawnee County, SS. The Be it Remembered, That on this 26th day of Ootober 1937, before me, a Notary Fublic in and for said County and State, came Margaret States to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the axecution of the same. In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year last above written. Jamos Telty Notary Public. (SEAL) Ly commission expires July 17, 1938 Varild a Decke Register of Deeds. Recorded September 23, 1938 at 9:30 A.M. Receiving No.6716 < Counterpart No. 579 0 SUPPLEMENTAL INDENTURE SUPPLEMENTAL INDENTURE, dated as of the 31st day of July, 1937, by and between GITIES SERVICE OIL COM-PANY 'heretofore known as EMPIRE OIL AND REFINING COMPANY), a corporation organized and existing under the laws of the State of Delaware, having an office in the City of Bartleaville, State of Oklahora, (hereinafter called the Company), party of the first part, and THE CHASE NATIONAL BANK OF THE CITY OF NEW YORK, a national banking association organized and existing under the laws of the United States of America, having an office at Number 18 Pine Street, in the City of New York, State of New York, as Trustee under the Original Indenture and Supplemental Indenture hereinafter montioned (hereinafter cal-led the Trustee), party of the second part; WINESSETH: 1469 Gry24 -----NHEREAS, the Company has heretofore executed and delivered a Mortgage and Indenture of Trust (here-inafter referred to as the "Original Indenture"), dated as of April 1, 1927, to The Equitable Trust Com-pany of New York, Fredecessor Trustee to The Chast National Benk of the City of New York (hereinafter called the Fredecessor Trustee) to secure Bonds of the Corpany without limit as to aggregate authorizo principal amount, insuable from time to time in one or more series which Indenture provided for the is-suance of an initial series of Bonds to be designated as the First Mortgage and Collatoral Trust 5% Gold Bonds, Series of 1927, of the Company, for an aggregate amount not exceeding thirty WINDERS the Comment here heretofore arounded and delivered a Supplemental Indenture deted as of Oct. 1 MILITION dollars (\$30,000,000); and MILEREAS, the Company has horetofore excouted and delivered a Supplemental Indenture dated as of Go ober 1, 1928 (hereinafter referred to as the "Supplemental Indenture") to the Predecessor Trustee, to authorize a further series of Bonds, without limit as to aggregate authorized principal amount, to be designated as the First Kortgrego and Collatoral Trust 5% Gold Bonds, Series of 1929, of the Commany, issued under and secured by and subject to all the provisions of the Original Indenture; and WENDER'S the Community of antibuling and fully a first one provisions of the Original Indenture; and heretofore executed and delivered a Supplemental Indenture dated as of Oct 0) issued under and socired by and subject to all the provisions of the Original Indonture; and WHENERAS, the Company had outstanding as of July 31, 1937, \$17,546,600 principal amount of First Kortgage and Collateral Trust 5% Gold Bonds, Sories of 1927, dated April 1,1927, and \$27,529,00 prin-cipal amount of First Kortgage and Collateral Trust 5% Gold Bonds, Series of 1928, dated October 1,192 all of which Bonds are payable April 1, 1942; and WHENERAS, the Original Indonture.contains provisions permitting any Subsidiary Company, as in said Indenture defined, to be merged into the Company, provided, among other things, that the relative inter est and control of the Company over the properties, socurities or shares of stock involved in such tran action be not thereby diminished and that the fixed property of such Subsidiary Company be subjected errorly to the lien of the Original Indonture; and

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