

## MORTGAGE RECORD 83

WHEREAS, on the 31st day of July, 1937, Cities Service Oil Company, a corporation organized and then existing under the laws of the State of Delaware, a Subsidiary Company as defined in the Original Indenture, was merged into the Company, and the Company assumed the name of Cities Service Oil Company, all in accordance with the applicable provisions of the statutes of the State of Delaware, and title to and ownership of all the fixed property and all other property formerly owned by said Subsidiary Company were vested in the Company; and

WHEREAS, the Company in the exercise of the powers and authority conferred upon and reserved to it under and by virtue of the provisions of the Original Indenture, and pursuant to the resolutions of its Board of Directors, has duly resolved and determined to make, execute and deliver to the Trustee a Supplemental Indenture in the form hereof for the purposes herein provided; and

WHEREAS, the conditions and requirements necessary to make this Supplemental Indenture a valid, binding and legal instrument in accordance with its terms have been done, performed and fulfilled and the execution and delivery hereof have been in all respects duly authorized;

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That the Company for itself and its successors in consideration of the premises, and to secure the payment of the principal and interest of the Bonds issued and to be issued under the Original Indenture, the Supplemental Indenture dated as of October 1, 1928 and this Supplemental Indenture, and the performance by the Company of all the covenants and agreements contained in said Bonds and said Indentures, does hereby grant, bargain, sell, convey, assign, mortgage, pledge, transfer, set over and confirm unto THE CHASE NATIONAL BANK OF THE CITY OF NEW YORK, as Trustee as aforesaid, and to its successors in said trust and its and their assigns forever, as herein provided, all and singular the real and personal property of the Company, now owned or hereafter acquired, situate in the County of Douglas State of Kansas (except as hereinafter expressly excepted), including the property more particularly described as follows:

All those certain pieces or parcels of land described in that certain Deed dated July 31, 1937 wherein Cities Service Oil Company is grantor and the Company is grantee recorded in the office of the Register of Deeds in said County and State on the 12th day of August, 1937 in Book 137, at Page 583. together with all the improvements on the real estate above described and the appurtenances thereto belonging, including all buildings, structures, fixtures, tanks, engines, machinery, appliances, tools, pipes and all other personal property of the Company used on or in connection with the premises above described.

Also all leases of lands situate in the said County of Douglas, State of Kansas, with all easements and rights in the lands therein described and the appurtenances thereof (but subject to the rents, terms, covenants, provisions, and conditions therein contained), together with all equipment and improvements, including all buildings, structures, fixtures, tanks, engines, machines, appliances, railroad tracks, tools, pipes and all other personal property of the Company, located upon or used in the operation of the leased premises, including the following leases: None.

And also all other leasehold estates, all licenses, easements, contracts, interests, rights, claims, books of account, corporate, tax, operating and business records of every kind, abstracts and memoranda of titles, maps, surveys, office furniture and fixtures, safes, franchises (but not including the franchise to be a corporation), good will, patents, processes and all contracts or agreements respecting patents or processes, owned, held or enjoyed by the Company in said County of Douglas, State of Kansas, together with all improvements on any real property in said County and State now owned or hereafter acquired by the Company and the appurtenances thereto belonging, including all buildings, structures, fixtures, tanks, engines, machines, appliances, railroad tracks, pipes, tools, used on or in connection with the same, and all other real and personal property in said County and State now owned or hereafter acquired by the Company; EXCEPT, HOWEVER, THAT THERE IS EXPRESSLY RESERVED from the lien and operation of this Supplemental Indenture all cash, bills and accounts receivable, stores and supplies, petroleum above ground and petroleum products, gas and all other assets ordinarily classified as "current assets" by standard accounting practice now owned or hereafter acquired.

The specific description or enumeration herein of properties of the Company shall not be construed as limiting the scope or intent of the lien of this Supplemental Indenture, which is intended to cover all property, real, personal and mixed, situate in the aforesaid County, and all rights and interests therein and every other right and interest which the Company now has or may hereafter acquire in property situate in said County, except as herein specifically excepted.

SUBJECT, HOWEVER, as to all oil and/or gas leases and rights of way, to any present or any future liens which may exist or may be created by Farm Mortgages (as in Article XVIII of the Original Indenture defined) affecting the land covered by any such oil and/or gas leases or rights of way.

TO HAVE AND TO HOLD all and singular the said properties, real personal, or mixed, hereby conveyed, transferred, pledged or assigned by the Company, or intended so to be, whether now owned or held or hereafter acquired, unto the Trustee, its successors and assigns forever;

BUT IN TRUST, NEVERTHELESS, under and subject to the conditions set forth in the Original Indenture the Supplemental Indenture dated as of October 1, 1928 and this Supplemental Indenture, for the equal and proportionate benefit and security of all and singular the present and future holders of the Bonds and interest coupons issued and to be issued under said Indentures without preference, priority or distinction of any one Bond over any other Bond by reason of priority in the issue, sale or negotiation thereof, or otherwise, and for securing the observance and performance of all the terms, provisions and conditions in said Indentures contained.

Reference is hereby made to the Original Indenture, which is duly recorded in the Office of the Clerk of the County of Montgomery, State of Kansas, in Liber 132 of Mortgages, page 1, and to the Supplemental Indenture dated as of October 1, 1928 which is duly recorded in the Office of said County Clerk in Liber 137 of Mortgages, page 145, and all the terms, conditions and provisions in each of said instruments contained are hereby incorporated in and made a part of this Supplemental Indenture as fully and with the same force and effect as if herein at length set forth.

This Supplemental Indenture and the Original Indenture and the Supplemental Indenture dated as of October 1, 1928 are to be read together and construed as one and the same instrument, and in taking any action provided in this Supplemental Indenture to be taken by the Trustees, the Trustee shall be entitled to enjoy all the rights, privileges and immunities prescribed for the Trustee in and by the Original Indenture or the Supplemental Indenture dated as of October 1, 1928.

The recitals herein contained shall be taken as made by the Company alone and the Trustee assumes no responsibility for the correctness thereof, and the Trustee shall not be responsible for the execution or validity hereof or for the sufficiency of the security provided herein or in any manner except as provided herein and in the Original Indenture and said Supplemental Indenture dated as of October 1, 1928.

IN WITNESS WHEREOF, CITIES SERVICE OIL COMPANY, party of the first part, has caused these presents to be signed in its corporate name by its President or one of its Vice-Presidents, and its corporate seal to be hereunto affixed and the same to be attested by the signature of its Secretary or one of its Assistant Secretaries, and the due execution of these presents to be acknowledged, and THE CHASE NATIONAL BANK OF THE CITY OF NEW YORK, the party of the second part, has, to signify its acceptance of the trust hereby created, caused these presents to be signed in its corporate name by one of its Vice-Presidents, and its corporate seal to be hereunto affixed and the same to be attested by the signature of one of its Assistant Cashiers, and the due execution of these presents to be acknowledged, as of the day and year first above written.

ATTEST:

T. P. Steeper  
Asst. Secretary

Signed, sealed, executed and delivered by  
CITIES SERVICE OIL COMPANY in the presence of:

(CORP. SEAL)

CITIES SERVICE OIL COMPANY  
By C.E. Murray  
Vice-President