

improvements thereon of the value of to wit Two Thousand Dollars . And this affiant claims the right, title, interest, occupancy, possession and ownership of the said lots, and the easements and appurtenances thereof, as against all persons whomsoever and subject only to the right of the said E Milton Latimer to an accounting with this affiant as to what amount is yet due him, the said Latimer as remainder of the purchase price of the said lots .

John D Wakely

Subscribed and sworn to before me this 12th day of August 1908 .

Chas T Rueter
Notary Public

SEAL. My commission expires Dec 10th 1911 .

Filed for record Aug 12 1908 at 4:55 P.M. H.C. Walkley Reg of Deeds (SEAL)

COMPARED
-----DEED OF ASSIGNMENT:-----

Know all men by these presents, That, whereas, we George W White and H.L. Finnegan are indebted to divers persons in considerable sums of money, both both in their firm capacity of white & Finnegan Constituting partnership obligations, and their individual capacities, which they are unable at present to pay in full, and they are desirous of conveying all their property for the benefit of all their creditors without any preference or priority except that which the laws of the State of Oklahoma permit .

Now, therefore, we George W White and H.L. Finnegan in consideration of the premises and of one dollar to us paid by Charles W West the receipt whereof is hereby acknowledged have granted, bargained, sold, assigned, transferred and set over, and by these presents do grant bargain, sell, assign, transfer and set over unto the said Charles W West, all their lands, tenements, hereditaments, goods chattles, property and rights in action of every name, nature, and description, wheresoever the same may be except such property as is by law exempt from execution, including their individual and partnership properties .

To have and to hold the same unto the said Charles W West in trust to sell and dispose of the said real estate and personal property, and to collect the said rights in action, taking a part for the whole where the said Charles W West shall deem it expedient so to do, and then in trust to apply the proceeds of the said property and rights in action to their following manner :

- (I) To pay the costs and charges of these presents, and the lawful expenses of executing the trust hereby created, and the wages or salaries actually owing to the employees of the said White & Finnegan and George W White and H.L. Finnegan .
- (II) To distribute and pay the remainder of said proceeds to the creditors of the undersigned, distributing the same among the partnership and individual creditors and the law provides, provided however that if there shall not be sufficient funds with which to pay all creditors, both partnership and individual, then said debts are to be paid the partnership debts ratably and in proportion, and individual debts ratably and in proportion according to their class and priorities under the laws of the State of Oklahoma .
- (III) The residue and remainder of said proceeds, if any there be, after paying all our debts in full the said Charles W West is to pay to us our executors, administrators or assigns as our interest may appear .