

Every one and all of the discretionary powers hereinafter enumerated, provided, that such enumerations of specific duties and powers shall not be construed to limit or curtail the general powers conferred by this instrument.

Without further authority from the share holders the trustee shall at any and all times have the power to acquire, by purchase, lease or exchange, hire or otherwise, and to hold, own, lease, rent, maintain, and generally deal in any kind of property or properties, real or personal, and to sell or dispose of in his discretion any property or properties of the company or estate. To sell, transfer, or dispose of the whole or any part of the estate in such manner and on such terms, and for such considerations, as the trustee in his discretion may elect.

To mortgage or pledge all or any part of the estate, and to renew or extend such mortgages at any time whether made by the trustees or others and to assume the payment of any mortgage, or debts, against any property acquired by the company.

To lend or borrow money in such sums and upon such terms and for such periods as the trustee may elect, taking or giving secured or unsecured notes, or lending or borrowing upon open account, and the trustee's arrangements in such matters shall be binding upon the estate, but not upon the trustee personally or the holders of certificates.

To execute and deliver all deeds, mortgages, notes or other instruments in writing, which he may deem necessary or proper, and all such instruments shall be binding on the trust estate, but not on the trustee personally nor any of the certificate holders personally.

The trustee shall be entitled to receive compensation from the trust estate for services which he performs, and to further employ assistants in such number and on such terms as he may deem necessary or proper, and to employ counsel.

The trustee of this estate shall adopt a seal to be used in the attestation of all certificates of interest, and no certificate of interest shall be valid without such seal.

Except as herein otherwise provided, this trust agreement may be amended by the trustee, upon the filing of such amendments of record, and the capital of this trust may be increased as the business of the estate may require.

The capital of this estate shall be Five Thousand Dollars divided into fifty thousand shares of a par value of \$10. each.

The trustee, having assumed the trust responsibility, shall issue certificates of beneficial interest in the trust to any or all individuals or firms who may from time to time purchase and pay therefor, either in cash, properties or services, as such valuation as the trustee may deem fair and proper, and such certificates shall be in substance as follows:

CERTIFICATE OF INTEREST IN
MID-CONTINENT MORTGAGE & PRODUCTION COMPANY
(UNINCORPORATED)
SHARES PAR VALUE \$10.

Fullt Paid - Non-assessable.

This certifies that - - - - - is the owner - - - - - shares in the Mid-Continent Mortgage & Production Co. transferable only on the books of the company by the owner thereof or his duly authorized attorney upon surrender of this certificate properly endorsed, in accordance with the terms of the Declaration of Trust of the Mid-Continent Mortgage & Production Company, executed by the Trustee and dated December 19th, 1922.