

any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when same are by law made, due and payable, the whole of said sum or sums and interest thereon, shall then become due and payable and said parties of the second part, shall be entitled to possession of said premises. And said parties of the first part for said consideration do hereby expressly waive an appraisalment of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands the day and year first above written.

J. J. Simons,

Ida J. Simons.

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS

Before me, V. Dunaway, a Notary Public, in and for said County and State on this 20th, day of March, 1923, personally appeared J. J. Simons and Ida Simons, his wife, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires June 19, 1926.

(SEAL) V. Dunaway, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, March, 21, 1923, at 11 A M.
and recorded in Book 446, Page 286.

By Brady Brown, Deputy.

(SEAL) O. G. Weaver County, Clerk.

225160-GB

TRUST AGREEMENT.

COMPARED

WHEREAS, the undersigned, John Fitzgerald, Martin C. Fleming, and R.H. Siegfried contemplate purchasing an one-eighth interest in and to the following department oil to-wit, lease dated November 13, 1912, executed by L. S. Bagley, and gas lease, to guardian of Eliza Bigond, lessor, to T. A. Johnson, lessee, covering

The North Half of the Northwest Quarter of Section
30, Township 15 North, Range 8 East, Creek County,
Oklahoma, containing 80 acres more or less; and

WHEREAS, said parties also contemplate purchasing an undivided one-eighth interest in and to the following described commercial oil and gas lease

Oil and Gas Lease, dated March 30, 1922, executed
by Florence Linaley, a single woman, lessor, to
Lima Oil & Gas Company, lessee, covering the SE $\frac{1}{4}$
of SW $\frac{1}{4}$ and Lots 2, 3 and 4 of Section 30, Township
15 North, Range 8 East, containing 161.32 acres,
more or less; and

WHEREAS, for convenience and because of the multiplicity of interests involved it is the desire of each and all of the undersigned parties contemplating, as aforesaid, the purchase of said interest in said leases to take the assignment of said one-eighth interests in the name of John Fitzgerald, Trustee, who shall hold said assignment in trust and for the use and benefit of the undersigned parties, to-wit: John Fitzgerald, Martin C. Fleming and R.H. Siegfried.

NOW, THEREFORE, THIS AGREEMENT, made this 15th, day of July 1922, by and between John Fitzgerald, Martin C. Fleming and R. H. Siegfried, parties of the first