

singular, the following described property, situated, lying and being in the city and in the county of Tulsa, and State of Oklahoma, viz:

All of block 21, Park Hill Addition to the City of Tulsa, occupied by corrugated iron warehouse forty by eighty feet, owned and used by Williams Bros.

To have and to hold the herein described premises, together with all and singular with all and singular the rights and appurtenances thereto in anywise belonging unto the said A. S. Rollins, Trustee, to his Successor or substitute in this trust; and to his heirs and assigns forever.

And we do hereby bind ourselves, our heirs, executors and administrators, and forever defend all and singular, the said premises unto the said trustee, to his successor or substitute, and to his and their assigns, forever, against any person whomsoever lawfully claiming or to claim the same or any part thereof; in trust however, for the following purposes and upon the following conditions, viz:

If the said Williams Brothers (D.R. Williams and S.M. Williams) shall well and truly pay off and discharge at the maturity thereof, according to the tenor and effect thereof, their certain promissory note, made by Williams Brothers (D.R. Williams and S.M. Williams) payable to the order of National Surety Company, of New York, described as follows:

Being for the sum of \$10,000.00 dated January 14th, 1924, due one year (1 yr) from date, bearing interest at 8% per annum, payable at Dallas, Texas, including ten per cent additional on both principal and interest if placed in the hands of attorney for collection, or if collected by suit, or through the probate court.

Also to secure, protect and indemnify the National Surety Company, against all loss, cost, damage and expense, including its reasonable attorney's fees, by reason of its execution as surety of a certain bond in the penal sum of one hundred thousand dollars, (\$100,000.00) payable to the Lone Star Gas Company, to guarantee the performance of a certain contract made and entered into by and between the Williams Brothers and the said Lone Star Gas Company, wherein Williams Brothers undertook and agreed to construct, in accordance with the plan and specifications thereto attached, and in the manner, and within the time, and upon the conditions therein stated, forty nine (49) miles of pipeline near Desdemona, Eastland County, Texas. - then this conveyance shall become null and void and these presents shall be released in due form at our expense.

And we further covenant and agree with said A. S. Rollins, that we will at all times during the continuance of this trust and so long as said note or any of it remains unpaid, promptly pay all taxes and assessments that may become due and payable, and that we will keep the buildings and improvement on the above described premises insured against loss by fire in some solvent insurance company to the extent insurance can be obtained, and will transfer the same, or any amount thereof equal to the amount due on said note, and deliver the policies to said National Surety Company, with loss, if any, payable to said National Surety Company, as its interest may appear. And if we fail to keep said taxes promptly paid, or fail to keep said property so insured and transfer the same as above, then we hereby authorize A. S. Rollins, Trustee to have the same insured, with the loss so payable to him, and agree that the premiums paid therefor as well as any amount expended for taxes shall be treated as expenses and costs of executing this trust.

But in case of default or failure to make prompt payment of said indebtedness, or any part thereof, principal or interest, as the same shall become due and payable, or failure to observe and keep any of the covenants hereof by the grantors, herein, then and in