

COMPARED WHEREAS thereafter said sale was successively duly adjourned (a) to October 4, 1922, at two o'clock P.M., United States Central Standard Time, (b) to November 1, 1922, at two o'clock P. M., United States Central Standard Time, (c) to November 29, 1922, at ten o'clock A. M., United States Central Standard Time and (d) to December 13, 1922, at two o'clock P. M., United States Central Standard Time, and notice of each of said adjournments was duly given, all in accordance with the provisions of said decrees and in accordance with law; and

WHEREAS the Special Master on said December 13, 1922, at two o'clock P. M., United States Central Standard Time, upon the premises of the Railway Company in the Missouri Final Decree directed to be sold, at the east entrance to the Railway Company's passenger station at Colbert, in the Town of Colbert, Bryan County, in the State of Oklahoma, did pursuant to, and in accordance with the provisions of the Missouri Final Decree and the Texas Confirmatory Decree, duly sell at public auction to the Purchasers as joint tenants, as an entirety, all property of every kind, character and description directed in and by the Missouri final decree and the Texas Confirmatory Decree to be sold, including all property of every kind, character and description covered by the lien of any of the Foreclosed Mortgages (other than cash in the hands of the Trustees under said respective mortgages) and all property of every kind, character and description of the Railway Company, and all property of every kind, character and description of the Receiver, for the sum of \$28,000,700; the Purchasers being the highest bidders for said property at said sale and having previously duly qualified as bidders thereat in the manner provided in the Missouri Final Decree and in the Texas Confirmatory Decree; and

WHEREAS the Special Master did after said sale and on or about the 18th day of December, 1922, duly make a report of said sale to the Missouri court, and said report was duly filed in the office of the Clerk of the Missouri Court on said day, and thereafter and on or about January 29, 1923, a certified copy of said report was duly filed in the office of the Clerk of the Texas Court; and

WHEREAS thereafter, by an order (herein called the Missouri Order of Confirmation) duly made and entered on the 9th day of February, 1923, by the Missouri Court in the Missouri Consolidated Cause, said report of the Special Master was in all respects confirmed, and the sale to the Purchasers of all said property was made final and absolute; and

WHEREAS thereafter a certified copy of the Missouri Order of Confirmation was duly filed in the office of the Clerk of the Texas Court and, by an order (hereinafter called the Texas Confirmatory Order of Confirmation) duly made and entered on the 13th day of February, 1923, by the Texas Court in the Texas Consolidated Cause, and in said constituent cause No. 2820-76 thereof, the Missouri

Order of Confirmation was confirmed, ratified and adopted and made the order of the Texas Court in the Texas Consolidated Cause and in said constituent cause No. 2820-76 thereof; and

WHEREAS that portion of the purchase price of said property required to be paid in advance of the delivery of deeds or other instruments of conveyance and/or assignment and transfer has been paid; and

WHEREAS the Purchasers, pursuant to the provisions of said decrees, have duly elected not to take or accept certain of the property sold to the Purchasers as aforesaid, not embraced in the assignments and transfers hereinafter recited, being the property described in Schedule B hereto, and have in accordance with said decrees given to the special Master written notice of such election; and

WHEREAS the Purchasers have duly assigned, transferred and set over unto the Grantee, party hereto of the fifteenth part, its successors and assigns, all their right,