

450-

(b) If second party so elects, he may build and construct for first party a small two-room house on the rear of said premises which shall be occupied by first party.

(c) Second party agrees to see to it that first party is always provided for with reasonable support and maintenance in the way of food, water, clothing, heat, light, medicine and a physician when sick and in need of such as is suitable to her station in life, only that second party shall be informed of such necessities.

(d) Second party agrees to keep all taxes, assessments and other charges that may be levied against said real estate fully paid up. He may, if he so elects, insure the house or houses on said premises, and, if first party so desires, he shall have full charge of the house and premises, shall rent the same, evict tenant for non-payments of rents, make improvements and repairs in, upon and about the house and premises as in his judgment will protect and keep same in tact and preserve the inheritance.

(e) Second party further agrees to provide suitable burial for first party when by the flight of time, she must shuffle off this mortal coil.

(f) If no complaint of failure or negligence on the part of second party to keep and perform the things heretofore set out be made to the trustee H. A. Guess, or, whoever may be serving in that capacity, during the life time of first party; or, if complaint be made and matters complained of, be straightened out to the satisfaction of first party, and no request be made to the trustee by first party for rescinding of the trust, then it shall be taken as prima face evidence of the fact that second party has lived up to his contract and agreement with first party; but, if matters cannot be adjusted between first and second party, and first party desires to rescind this trust, second party shall have a lien in and upon the aforescribed real estate for the amount of money he may have spent for the benefit of first party, and this contract may be recorded in the office of Register of Deeds of Tulsa County, Oklahoma.

(g) Upon satisfactory proof being made to trustee that first party is deceased, it shall be the duty of the trustee to forth with convey a good and sufficient warranty deed in fee simple to the beneficiary, said second party herein, it being the specific will and intention and intention of first party to reward second party for having kept and performed the things for my use and benefit as above set out to the exclusion of the heirs of my body or next of kin notwithstanding.

In witness whereof, we have hereunto set our hands and seals this ----day of May, 1923.

Witnesses to Thumb Mark of

Sarah Moroney

E. H. Gimen

J. J. Kuer

Sarah Moroney Her Rt. Thumb
First party. mark

Samuel M. Jackson
Second party

STATE OF OKLAHOMA,)
COUNTY OF TULSA.)

SS. Before me a Notary Public duly commissioned and acting as such within and for the State and County aforesaid, personally appeared Sarah Moroney and Samuel M. Jackson to me personally known who stated to me that they and each of them had signed and executed the above and foregoing instrument by them subscribed for the uses and purposes therein mentioned and set forth and that the same was their free, voluntary act and deed.

And I do so certify this 2nd day of May, 1923.

My commission expires Sept 8, 1923

(SEAL)

J. E. Hardy, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, May 4, 1923 at 10:30 o'clock A. M. in Book 450, page 306

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk