

whomsoever lawfully claiming or to claim the same or any part thereof. And said party of the first part does hereby further represent and warrant that said property is at the delivery of these presents unoccupied vacant property and has never been and is not now the homestead of the grantor, and that said grantor is not a resident of the state of Oklahoma, but is a resident of and occupies a homestead at 421 North Rosemont Avenue, Dallas, Texas. It is understood and agreed, however, that the property herein conveyed is conveyed to said second party as trustee, in trust for the purpose of sale and accounting to first party for the proceeds of the sale thereof, and that said Trustee will upon request of first party, and upon such terms and conditions as he shall require convey said property or the several separate lots, blocks, parcels and tracts thereof to such persons as may desire to purchase the same for the price and upon the terms, conditions, and restrictions to be fixed by first party. It is expressly agreed that as between said first party and any third person to whom said trustee may grant, bargain and sell, or convey any of the above described property by deed or contract, that the execution of such deed or contract by said trustee shall be taken and accepted as conclusive evidence that the terms thereof are as fixed and agreed upon by first party, and said first party does hereby ratify and confirm all acts which said trustee may do hereunder.

The Exchange Trust Company, Trustee, in carrying out the purposes of this trust, and in the execution of trustee deeds of contracts to the purchaser or purchasers of said property or any part thereof shall be acting for the use and benefit of the first party, and that all warranties and covenants made by said Exchange Trust Company, trustee, shall be made on behalf of the first party, and binding on him only, but if any liability at law or in equity should arise against said Exchange Trust Company as such trustee, by reason of any such warranties or covenants contemplated by this conveyance, said party of the first part shall save said Exchange Trust Company harmless from any loss or damage thereby and shall reimburse it for any expense including reasonable attorneys fees, costs and damages incurred by it in the execution of this trust, and such expenses, attorney's fees, costs, losses and damage if any thereby, shall be satisfied out of any funds in the hands of said trustee arising from the sale of said property or any part thereof.

The duration of this trust shall be for a period of one year from the date hereof, and that at the termination of this trust the trustee shall convey all its right, title and interest in and to any of said property not already conveyed to third parties, back to party of the first part, his heirs, executors, administrators and assigns, and shall endorse without recourse all notes in its possession and assign without recourse all unpaid purchase contracts to the party of the first part.

In witness whereof, I have hereunto set my hand this 23 day of June, 1923.

R. T. Daniel.

State of Virginia )  
County of Craig ) SS Before me, a Notary Public, within and for said County and State on this 23rd day of June, 1923, personally appeared R. T. Daniel to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

(Seal) Grover T. Huffman, Notary Public.

My commission expires May 25th, 1925.

Filed for record in Tulsa County, Okla. on Aug. 2, 1923, at 9:00 A.M. and duly recorded in book 467, page 113, By Brady Brown, Deputy.

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