

rendered in managing and operating the estate aforesaid, for the consideration hereinafter set forth.

Now, therefore, the party of the first part does hereby and by these presents, in addition to the warranty deeds which he has contemporaneously executed with this instrument, and which are hereby referred to and incorporated by reference in this deed, does transfer, assign, devise, deed and set over unto the party of the second part to be held by him in trust for the parties named herein as beneficiaries, including the party of the first part, for a term of ten years from date hereof, the following described real estate, to-wit:

All my interest in and to the east half of the southwest quarter and the southwest quarter of the southwest quarter of section 35, and the northwest quarter of the northeast quarter, of section 32 all in township 19 north, range 12 east, situated in Tulsa County, Oklahoma, containing 120 acres, more or less,

and the

North half of the southeast quarter of section 2, township 19 north, range 18 east, situated in Mayes County, Oklahoma,

and the

Southeast quarter of the southeast quarter and the northeast quarter of ^{southwest quarter} section 15, and the west half of the northwest quarter of section 23, all in township 18 north, range 9, east, situated in Creek County, Oklahoma, containing 160 acres, more or less.

and the

North half of the southwest quarter and the west 20 acres of lot 6, in section 12, township 18 north, range 18 east, and the southeast quarter of the northeast quarter of section 33, township 16 north, range 18 east, situated in Wagoner County Oklahoma,

For the same consideration, and under the same conditions, the party of the first part, hereby assigns, transfers and sets over to the party of the second part, to be held in trust for him for the use and benefit of the party of the first part, and the other parties to this agreement to be hereinafter named, all of his personal property including whatever amount of moneys may be owing to him from his former guardian, Joe McMurry, and including whatever notes, mortgages, checks, moneys and oil runs which may be due and owing from said guardian and from said oil companies, or other persons, firms or corporations wherever located or situated, together with the money and other personal property now owned by the party of the first part, and giving my trustees full power to settle with the said Joe McMurry, or other persons who may be owing, if anything, including the right to sign a final receipt and enter my general appearance in the application for the discharge of said guardian, and giving my trustee full power to make any settlement or agreement which he may deem just and proper for I have full faith in the ability, wisdom and integrity of my trustee whom I have known for a number of years.

It is further understood and agreed by the party of the first part, that for the protection and preservation of his estate, that the said trustee employ aid of counsel and attorneys, and said trustee is hereby authorized, empowered and directed to employ some attorney or attorneys, for a term of ten years and to pay the said attorney, or their order, compensation for their services so rendered as a retainer fee, the sum of \$100.00