

per year during the entire time of this trustee agreement and such other and further compensation as the trustee may deem proper in consideration of whatever services said attorneys may reasonable earn, having in mind what is customary and usual to pay attorneys for work of similar and-like character. The party of the second part shall employ said attorneys and they shall devote sufficient time to the legal matters involved in the management of said estate and will provide legal protection, advice and counsel to my trustee, and said attorneys will prosecute, and are hereby authorized to prosecute and defend all suits, either at law or in equity, which may arise in the administration, conservation, management and operation of this trustee agreement and the property covered by the same in all of its phases. COMPARE

It is further agreed by the party of the second part, that he will accept the within trust deed and trust agreement from the said party of the first part, and will undertake and enter upon his duties from and after the date of the execution of this trust agreement, and carry out the provisions of the same in a careful manner with reference to the management of the estate of the party of the first part.

The party of the second part hereby accepts said trust agreement and agrees to perform the duties as trustee for the party of the first part, and further agrees to take charge and have control of the estate of the party of the first part to manage, conserve and protect the same, to collect the rentals, royalties and other moneys that may from time to time become due the said estate, and make settlement with the former guardian of Joe Bishop, and to invest the proceeds received from the various sources to the best advantage in order to obtain the highest rate of interest and income, and to sell the real estate above described if in his judgement he deems it best to do so, and to sell the oil and gas rights and any and all of the real estate whenever in his judgement he deems it best for this estate and for the party of the first part, and to reinvest the proceeds as he shall deem for the best interest of said estate and for the best interest of the party of the first part.

The party of the second part agrees to give a good and sufficient surety bond in the amount of not less than \$5000.00 for the faithful and honest performance of his duties as herein set forth, and further agrees to the terms of this trust, to make quarterly reports to the party of the first part showing the exact status of this estate, the income, investment and expense of managing said estate.

For and in consideration of the covenants and the transfer of the property as above set forth in trust to the party of the second part, the said party of the first part agrees to pay to the said J. H. Lilley, party of the second part, the sum of \$900.00 per year, payable monthly in compensation for his services, and said compensation shall be a first and prior lien on any and all property which may be embodied in this trust agreement, or which may come into the hands of said trustee.

It is further understood and agreed that all of the expenses necessary to be incurred in the management, operation conservation and control of this estate shall be paid out of the proceeds of said estate and shall be a first lien on any and all personal property or real estate which may belong to the party of the first part and which may be covered by this agreement.

It is further agreed that the party of the first party is to have the sum of \$100.00 per month for his actual living expenses, and the party of the second part is to take care of any extra expenses in the way of sickness and other unforeseen misfortune which may arise, said moneys to be paid out of any funds which the trustee may have on hands and which may accrue from the sale of any real estate or personal property covered by this trustee agreement, and in no event is there any liability on