

right, title and interest in and to the real estate conveyed, and the promissory notes, debts and claims secured thereby, and covenants therein contained.

In witness whereof, the said mortgagee has hereunto set his hand this 16th day of August, 1923.

B. E. Kennedy.

Executed in presence of E. W. Hance,

State of Oklahoma)

County of Tulsa ) SS

Before me, the undersigned, a Notary Public, in and for said County and State, on this 16 day of August, 1923, personally appeared B. E. Kennedy, 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.

Given under my hand and seal the day and year last above written.

(SEAL) E. W. Hance, Notary Public

My commission expires May 13, 1926.

Filed for record in Tulsa County, Okla. on Aug. 16, 1923, at 10:00 A.M. and duly recorded in book 467, page 271, By Brady Brown, Deputy,

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

238145 - BH

COMPARED

#### ASSIGNMENT IN TRUST FOR CREDITORS.

Know all men by these presents, that whereas, F. H. Weaver and R. E. Darrow, doing business under the name of the Peerless Wall Paper Company of Tulsa, Oklahoma, are indebted to divers persons in considerable sums of money which they are unable at the present to pay in full and are desirous of conveying all their property for the benefit of their creditors without preference or priority,

Now, therefore, we the said F. H. Weaver and R. E. Darrow, in consideration of the premises and of one (\$1.00) token in hand paid by Ed. T. Egan of Tulsa, Oklahoma, the receipt of which is hereby acknowledged, have granted, bargained, sold, assigned, transferred and set over and by these presents do grant, bargain, sell, assign and set over unto the said Ed. T. Egan, all of our property, goods, chattels and rights in action of every name, nature and description wheresoever the same may be, except such property as is by law exempt from execution.

To have and to hold the same unto the said Ed. T. Egan to sell and dispose of said property and to collect the said rights in action, with the power to compound for the said rights in action, taking a part for the whole, where the said Ed. T. Egan shall deem it expedient so to do and then in trust to apply the proceeds of said property in the following manner, to-wit:

(1) To pay the costs and charges these presents and the lawful expenses of executing the trust hereby created and the wages and salaries actually owing to the employees of said F. H. Weaver and R. E. Darrow, doing business as the Peerless Wall Paper Company, if there should be any such debts due.

(2) To distribute and pay the rest and remainder of the proceeds to the creditors of the undersigned and said Ed. T. Egan and to pay any and all debts and liabilities that we may be owing or indebted to any person whatsoever; provided, however, that if there shall not be sufficient funds to pay all our said debts, the said debts are to be paid ratably and in proportion.

(3) The residue and remainder of said proceeds, if any there be, the said