

471 to first parties from time to time as the parties hereto may from time to time agree upon in writing.

COMPARED

It is further agreed by and between the parties hereto that the management and control of said eighty per cent portion of said estate, held in trust by second party, for first parties, shall continue for a period of ten years from this date, and this contract, at the expiration of ten years, maybe extended in its terms by the parties hereto by a memorandum of extension endorsed hereon.

First parties, for the consideration aforesaid, have, and by these presents do hereby make, constitute and appoint second party their attorney in fact, for them and in their name, place and stead, to do and perform all things, of every kind, and character whatsoever necessary to be done and performed, to secure possession of said estate aforementioned, and all and every portion thereof, and to institute and prosecute, through our said attorneys at law, all suits or proceedings in the Courts, or before any department of the State or Federal Government that may be advisable and necessary, in his own name, or in our names; to procure possession of any portion of said estate, or property, real, personal or mixed, to which we may be entitled by inheritance or otherwise; and to grant, bargain, sell and convey said lands, or any portion thereof for such price and on such terms as to him shall seem meet, and for us, or either of us, and in our names, or the names of either of us, to make, execute, acknowledge and deliver good and sufficient conveyance therefor, with or without covenants and warranty, giving to him, the said G. F. Bucher, full power to do everything whatsoever requisite, necessary or advisable to be done in the securing of possession of all property real, personal or mixed, that may be owned by first parties, or either of them, and the managing, controlling and handling of the same as fully and as freely as if we were personally present and acting for ourselves.

It is further agreed between the parties hereto that second party shall have and retain ten (10) per cent of one tenth of the net profits accruing for said ten year period from the management and control of said portion of said property held in trust by him for the first parties, and second party shall make to the first parties a written statement on the 1st day of January, 1924, and each three months thereafter during the continuance of this trust, setting forth the condition of said estate, the description of all property acquired, the rents, revenues and profits and the royalties collected therefrom, and all disbursements made by him.

It is further agreed between the parties hereto that this trust shall continue for a period of ten years from the date hereof, and is irrevocable by the parties hereto during said time, and may be extended by written endorsement thereon.

In witness whereof, the parties hereto have hereunto set their hands on this the 8th day of November 1923.

Lizzie Grayson,  
George W. Grayson,  
Parties of the first part.

G. F. Bucher, Party of the second part.

State of Oklahoma )  
County of Muskogee ) SS Before me, E. K. Folsom, a Notary Public, in and for said County and State, on this the 8th day of November, 1923, personally appeared Lizzie Grayson, George W. Grayson and G. F. Bucher, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

In witness whereof, I have hereunto set my hand and official seal the day and year last above written.