

I hereby certify that I received \$1,240.00 and issued Receipt No. 31,395 therefor in payment of mortgage tax on the within mortgage.

Dated this 1 day of Oct. 1923

M. S. Ryan, County Treasurer

369

475

Vice President and Assistant Secretary, respectively, and severally acknowledged to me that they executed the same as their free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

(SEAL)

Jamie H. Kerr, Notary Public
Notary Public, New York County
New York County Clerk's No. 93
New York County Register's No. 5130
Commission expires March 30, 1925

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.

Before me, Jamie H. Kerr, a Notary Public in and for said County and State, on this 27 day of September, 1923, personally appeared Charles H. Platner, 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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(SEAL)

Jamie H. Kerr, Notary Public
Notary Public, New York County
New York County Clerk's No. 93
New York County Register's No. 5130
Commission expires March 30, 1925

Filed for record in Tulsa County, Tulsa Oklahoma, Oct 3, 1923 at 8:00 o'clock A. M. in Book 475, page 303

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

241516 C.J.

AGREEMENT AND DECLARATION OF TRUST. COMPARED

KNOW ALL MEN BY THESE PRESENTS, That : W. Lyle Dickey, Harry C. Ashby, Alba T. Fountain and T. E. Braniff, grantors, do hereby make, publish and declare the following Trust by this written instrument subscribed and duly acknowledged, as conveyances of real estate are acknowledged, by the said grantors, with the powers and purposes, and purposes, and subject to the limitations, hereinafter set forth;

1. The said grantors do hereby grant, bargain, sell and convey to W. Lyle Dickey, Harry C. Ashby, Alba T. Fountain, T. E. Braniff, D. N. Jones, and E. H. Furrey, the property set forth and described in "Schedule A", identified by the signatures of the parties hereto, and hereto attached and made a part hereof, receipt of which is hereby acknowledged, for themselves and their successors, herein designated as "Trustees", in trust, however, for the purposes, on the terms, and subject to the conditions and limitations, and with the powers in the Trustees, as hereinafter set forth.

2. The property mentioned in "Schedule A" and all property of every nature that may hereafter be acquired by the Trustees for the Trust, together with the proceeds, incomes, profits, increases and surplus thereof, shall be and become and constitute the Trust Estate, the same to be held, controlled and managed by the Trustees above mentioned in accordance with the agreements and covenants herein contained.

3. The Trustees in their collective capacity shall be the name of the Trust, and the Trustees in the transaction of the business of the Trust shall transact same under the name of "DICKEY-ASHBY-FOUNTAIN COMPANY", and all property of the Trust, real, personal or mixed, acquired or disposed of in any manner, shall be acquired and disposed of in the Trust name and conveyances thereof shall be made in the said Trust name.

4. The Trust Estate shall be divided into three hundred thousand (300,000) Common Bene-

as "Dickey-Ashby-Fountain Company" which shall be the