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XII. COMPARED

In case said property is taken from the Trustee by Court or other legal action, or in the event that any judgment or judicial control or process may take the property away from said Trustee, in that event he will be excused from reconveying it to the first parties

## XIII.

In case the said Trustee shall deem it necessary or for the best interest of the partnership to sell said property or any part thereof, he may, and is hereby given full power and authority to do the same, and shall apply the proceeds from such sale in the manner hereinbefore specified, and pay the overplus, if any, equally to the grantors herein, but before making any sale or transfer in whole of said property, he shall give first parties hereto the option and privilege to purchase said property at an equal price and terms.

## XIV.

The Trustee herein shall not be personally liable for any of the obligations herein listed in Schedule "B", but the said estate and property listed in Schedule "A" herein shall be holden and liable for same; and neither of the parties hereto, either as grantors or as Trustee shall be liable personally for any of the obligations that may be incurred hereunder in the further operation or development of said properties of the partnership estate, but same shall depend upon such trust estate alone for security and payment.

## XV.

This Trust shall continue until the purposes herein specified shall have been accomplished, but not to exceed a period of 21 years, and, in case of the death of the Trustee herein named, or his inability to longer serve, his successor shall be designated and named by the grantors herein or by their successors in interest.

## XVI.

The said Trustee herein shall have and is hereby given full power and authority to do any and all things necessary and requisite for the accomplishment of the purposes herein enumerated and specified, whether the same has been specifically set out herein or not, and the first parties hereto do hereby ratify and confirm any and all acts which said Trustee shall lawfully do in pursuance hereof.

IN WITNESSES WHEREOF, first parties have hereunto set their hands this 10th day of October, 1923.

W. N. Carter

Elizabeth Eggers Carter

The within and foregoing trust and the obligations, terms, restrictions and responsibilities therein imposed are hereby accepted by the undersigned, James E. Monroe, this 10th day of October, 1923

James E. Monroe  
Trustee.

The action of Elizabeth Eggers Carter, executrix of the estate of Edward Bertram Carter, deceased, having been submitted to the Judge of the County Court for his approval of this Trust Agreement, same is examined and is hereby ratified and approved this 11th day of Oct. 1923.

(Scroll Seal) John P. Boyd, County Judge.

I, Hal Turner, Court Clerk, for Tulsa, county, Oklahoma, hereby certify that the foregoing is a true, correct and full copy of the instrument herewith set out as appears of record in the County Court of Tulsa County, Oklahoma, the 11th day of Oct. 1923.

By E. A. Watterfield, Deputy (SEAL) HAL TURNER, Court Clerk

STATE OF OKLAHOMA, )  
COUNTY OF TULSA. )

SS: Before me, the undersigned, a Notary Public in and for said county