

right to make covenants on behalf of the parties of the first part, their heirs, executors, administrators and assigns, of a good and indefeasible title and estate of inheritance in fee simple, in and to any of said lots or blocks, and to make covenants of peaceful and undisputed possession and of full right and authority to convey at the time such conveyances shall be made and including the payment of all taxes, both general and special, and warranties against any other liens which might exist at the time of any of the sales herein contemplated, and said parties of the first part, their heirs, executors, administrators and assigns, are hereby estopped and precluded from attacking or denying any conveyance, warrant or covenant herein authorized.

PROVIDED, it is expressly understood and agreed that any and all warranties of title made by F. O. Cavitt, including the covenants above mentioned, shall not be considered the covenants of said F. O. Cavitt, as such, and the same shall not be binding only on said parties, of the first part, their executors, administrators and assigns, which covenants shall run with the land to all interested parties, it being expressly understood that such warranties, and covenants are made by said Trustee in the capacity, as such, in exercise of the power and authority herein given by the parties of the first part.

Any and all purchasers paying any or all of the purchase price to said Trustee, shall not be under any obligation or duty to ascertain whether or not such purchase price is properly applied and accounted for by said trustee, but a payment to said Trustee shall constitute and be a valid payment as completely and for all uses, intents and purposes, as if the same were paid direct to the parties of the first part, their executors, administrators and assigns.

COMPARED

TO HAVE AND TO HOLD, unto said Trustee, his heirs, executors, administrators, successors and assigns, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages, and other liens and encumbrances of whatsoever kind and nature, in trust for the uses and purposes herein set forth, provided the powers herein given shall be exercised within five years from the date hereof.

IN WITNESS WHEREOF, the parties of the first part have hereunto caused their name to be subscribed and the Trustee, in acceptance of the above trust and authority, has hereunto subscribed his name, the day and year first above written.

Willis W. Winterringer

Mallia Winterringer

F. O. Cavitt

STATE OF OKLAHOMA,)
County of Tulsa.) ss.

Before me, Florence E. Christian, a Notary Public in and for said County and State, on this 29th day of October, 1923, personally appeared Willis W. Winterringer and Mallia Winterringer, his wife, 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.

Witness my hand and official seal the day and year above set forth.

(Seal)

Florence E. Christian,

My commission expires Feby. 23, 1927.

Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, Nov. 3, 1923, at 11:55 o'clock A.M.
and recorded in Book 479, Page 359.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.