

and absolutely as the party of the first part may, shall or ought by virtue of said decree convey the same; but subject, however, to the express condition that the said party of the second part, his successors and assigns, shall take said property and receive this deed upon the express condition that in addition to the sum bid therefor, the said party of the second part shall pay and discharge all claims, liabilities and obligations of the Receiver so far as the same are not paid, satisfied and discharged out of the amount bid at and sold or paid in cash out of funds available for such purpose in the hands of the Receiver. COMPARED

Said second party as a part of the consideration for said sale and in addition to the price paid for the property, assumes and agrees to perform the contracts heretofore made by the Receiver appointed in said cause which were in force at the time of the sale and which by order of said court heretofore entered shall have been authorized and which have been ordered or decreed to be binding upon any purchaser of the property.

This conveyance shall be held to convey to the party of the second part all net income, proceeds of net income, bills and accounts receivable, cash and all other property acquired by the Receiver between the date of the sale and the date of the execution and delivery of this deed of conveyance in the management or operation of the property sold under this decree and which shall be in the hands of the Receiver or to which he may be entitled at the time of the execution and delivery of this conveyance so far as such income or other property shall not have been applied to the expense of operation and management of the property.

This conveyance is also made subject to all other terms, conditions and reservations in said decree of foreclosure and sale and in the decree confirming said sale, whether in this indenture expressly referred to or not, the same as if herein represented at length.

It is understood that no personal covenant or liability is to be implied from this deed so far as may concern the party of the first part.

IN WITNESS WHEREOF the said party of the first part has hereunto set his hand and seal and the party of the second part, to evidence his acceptance hereof, has caused these presents to be signed and sealed this the day and year first above written.

A. L. Cooper

Edw. F. Meyer

Witnesses.

A. L. Cooper

Edw. F. Meyer

Witnesses.

STATE OF MISSOURI)
COUNTY OF JACKSON) SS.

F. B. Dillard

As Special Master, Party of the First Part.

Morris Stern

Party of the second part.

On this 25th day of January, 1924, before me, the undersigned, Sadie W. Brown, a Notary Public in and for the County and State aforesaid, personally appeared the within named F. B. DILLARD, to me personally known to be the Special Master duly appointed by the United States District Court for the Eastern District of Oklahoma, and to me personally known to be the identical individual described in and who executed the foregoing instrument as Special Master and acknowledged that he executed the same as his free and voluntary act and deed for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my Notarial seal the day and year first in this, my Certificate, written.

My commission expires Jan. 21, 1928

(SEAL)

Sadie W. Brown, Notary Public

STATE OF MISSOURI)

COUNTY OF JACKSON) SS. On this 25th day of January, 1924, before me, the undersigned, Sadie W. Brown, a Notary Public in and for the County and State aforesaid, personally appeared