

~~CONFIDENTIAL~~

purpose of improving said lands, and in that event it is understood that all such improvements and the cost of such improvements, such as water service, electric lights, telephone service, sewers, sidewalks or paving streets shall be charged to the estate of the party of the First Part, and the Party of the Second Part shall, in addition to the twenty-five per cent aforesaid, receive the usual fees or commission charged for the performance of obligations assumed by C. P. Chenault by the terms and conditions of this instrument, excepting that C. P. Chenault shall pay from twenty-five per cent hereinbefore mentioned, the cost of surveying platting and recording the plat covering any of the lands mentioned herein.

It is agreed between the parties that C. P. Chenault shall from time to time pay the net proceeds from said lands and said trust to John W. Perryman, after, of course, deducting from proceeds twenty-five percent thereof, plus the usual fees and commissions hereinbefore mentioned, which fees and commissions have been fully explained to the Party of the First Part.

C. P. Chenault is specifically authorized to prosecute any suits in equity or action of law for the benefit of the party of the First Part and to prosecute application for approval by the United States-Interior Department of this instrument as it may relate to the conveyance of the

Northwest Quarter of the Southeast Quarter of Section Eight, Township Nineteen North, Range Thirteen East, in Tulsa County, Oklahoma,

said last mentioned tract being the homestead allotment of forty acres of said John W. Perryman, and in this respect this instrument is executed subject to the approval of the United States-Interior Department; and to prosecute application for removal of restrictions of said homestead forth.

It is understood and agreed between the parties hereto that the powers and interests created and vested under this indenture and instrument of writing shall be and are irrevocable for a period of twenty-one years, and it is further agreed between the parties that they, and each of them, interpret this instrument or indenture of writing as meaning that it does not violate any of the laws of Oklahoma or of the United States of America, and all limitations of law relating to rights and powers herein mentioned are recognized as part or parcel of this instrument the same as embodied herein.

It is especially and specifically agreed, that C. P. Chenault is given full power to sell and convey, with covenants of general warranty, any or all of said lands and to deduct from the proceeds of any and all sales of said land, lots or parcels thereof as aforesaid, a new commission of twenty-five percent on the gross amount of the selling price and proceeds, whether sold for cash or credit, and when said twenty-five percent is deducted or received by C. P. Chenault, and in addition thereto, when C. P. Chenault has received the aforesaid usual charges and fees mentioned for handling said lands and estate and for investing and re-investing said proceeds or funds of said estate, then and when such deductions or payments to said Trust Company have been made and received, the said C. P. Chenault's undivided interest herein, equal to said twenty-five percent of the whole of said land aforesaid, shall cease and determine and be of no effect and shall not otherwise cease or determine or become of no effect, excepting by operation of law. Full power is given to sell said land, lots or parcels thereof at such prices as may seem right and proper to the said C. P. Chenault, his heirs and assigns or successors, to the end that the Party of the First Part may receive the highest possible market price for said lands, lots or parcels thereof aforesaid, considering the circumstances and conditions of business at the time of any sales aforesaid.

If the said John W. Perryman shall die during the life of this agency or trust, then the interests and the estate shall go to his heirs at law, unless disposed of according to law.