

one-half (1/2) of all the property, moneys, securities, credits and effects then in the hands of said Trustee; the remaining one-half of the estate shall be held by said Trustee under the terms and conditions of this trust during the life-time of our said granddaughter, and the Trustee is directed to pay to her in monthly installments, the net income from this trust estate, which payments shall continue during the life-time of our said granddaughter.

FOURTH. Our said granddaughter, Mary Frances Walter, shall have the right, power and authority, after she reaches the age of eighteen years, to dispose of all of the property, moneys, credits and effects in this trust by Last Will and Testament, and upon her death, if she has left a Last Will and Testament, the property remaining in this trust at said time shall be disposed of and disbursed according to the terms and conditions of her Last Will and Testament. Provided further, that if our said granddaughter, Mary Frances Walter, dies before reaching the age of eighteen years, or if, after reaching the age of eighteen years, she dies and does not leave a Last Will and Testament, then and in that event, all the property, moneys, securities, credits and effects in this trust, at her death, shall be transferred, assigned and delivered to her mother, Mrs. Pauline C. Walter, of Tulsa, Oklahoma, or if she is not living at said time, to the heirs at law of said Mrs. Pauline C. Walter (determined according to the laws of descent and distribution in force in the State of her domicile at said time. )

FIFTH. We hereby expressly direct that the beneficiary under this trust is hereby restrained from and shall be without right, power or authority to sell, transfer, pledge, mortgage, hypothecate, alienate, anticipate or in any other manner affect or impair her beneficial and legal rights under this trust during the entire term hereof, or any portion of the same, nor shall this trust be subject to the rights or claims of any creditor of said beneficiary, nor shall the same be liable to any process of law, and the income from this trust shall be transferable, payable and deliverable solely and exclusively to the above designated beneficiary and then only at the times entitled to take the same under the terms of this trust, and the personal receipt of the designated beneficiary hereunder shall be a condition precedent to the payment or delivery of the same to the beneficiary by said Trustee.

SIXTH. We hereby direct that from the gross income derived from this trust estate, said Trustee shall first fully pay and discharge any and all taxes, costs, expenses, charges and liabilities incurred by it or to which it may be entitled in connection with the management and protection of said trust, including a compensation for its services as Trustee, as follows:

- (a) An annual compensation, payable semi-annually, equal to one-half of one percent of the reasonable value of the principal of the trust estate for its ordinary and usual duties as such Trustee.
- (b) A sum equal to one percent of the value of the trust estate at the final distribution and closing of said estate, or the final closing of any portion thereof.
- (c) For the purpose of ascertaining such compensation, the reasonable value of the trust estate is hereby agreed to be the par value of all mortgages, notes, bonds and securities held in this trust.

SEVENTH. This trust shall be irrevocable and shall continue during the life-time of the beneficiary, Mary Frances Walter, as hereinbefore provided.

IN WITNESS WHEREOF, we have hereunto set our hands, and in acceptance whereof said Exchange Trust Company has hereunto caused its name to be subscribed by its proper officers, with its seal affixed, on this, the 28th day of May, A. D. 1924.

R. M. McFarlin

Ida M. McFarlin