

STATE OF OKLAHOMA)
MUSKOGEE COUNTY,) ss.

Before me, E. M. Zebold, a Notary Public in and for said County and State, on this 17th day of June, 1924, personally appeared L. R. Kershaw, a single man, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

Witness my hand and official seal, the day and year last above named.

My commission expires June 22nd, 1926 (SEAL) E. M. Zebold, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, June 18, 1924 at 4:40 o'clock P. M. in Book 488, page 540

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

260854 C.J.

COMPARED

TRUSTEE'S DEED.

This INDENTURE made this 16th day of June, A. D. 1924, by and between EXCHANGE TRUST COMPANY, a corporation, as TRUSTEE, of Tulsa County, State of Oklahoma, Party of the First Part, and the CITY OF TULSA, Oklahoma, Party of the Second Part,

WITNESSETH:

WHEREAS, Party of the first part is Trustee under and by virtue of a certain Trust Agreement made and entered into on the 1st day of July, A. D. 1922, by and between Frank H. Reed, Alva J. Niles, W. G. Skelly, J. J. McGraw, D. B. Mason, Eugene Lorton, C. J. Wrightsman, J. A. Hall, Fred W. Insull, J. H. Gardner, H. O. McClure, C. A. Mayo and E. A. Bradshaw, as Parties of the First Part, and the Exchange Trust Company, a Corporation, of Tulsa, Oklahoma, as Party of the Second Part, and in which Trust Agreement it is provided, among other things, that the parties of the first part to said agreement should purchase and acquire certain real estate, the title to which should be taken in the name of the Exchange Trust Company, a Corporation, of Tulsa, Oklahoma, as Trustee, to be held by it and disposed of in the following manner, to-wit:

"If within twelve months from this date the City of Tulsa, or its Park Board, shall tender unto said Trustee, a sum equal to the aggregate amounts the said Parties of the First Part have paid as the purchase price of said lands, together with interest at the rate of 6 per cent per annum on the several sums and amounts so paid by said Parties of the First Part for the several parcels of land hereinabove referred to, from the date of such purchase until paid, a schedule of which said several amounts and dates will be furnished such Trustee by the said Parties of the First Part, then and in such event the said Trustee is authorized, empowered, and directed to execute its Trustee's Deed to the said City or to its Park Board, covering said lands so paid for, provided that if said payment is not made to the Trustee by the City of Tulsa or its Park Board within twelve (12) months as herein provided, then a majority of the Parties of the First Part may extend the time for making said payment from time to time as in their judgment they may think proper, which extension may not exceed an additional period of two years and which extension shall be in writing signed by a majority of the Parties of the First Part and signed by the Trustee herein."

a copy of which said Trust Agreement is hereto attached, marked Exhibit "A", and made a part hereof; and,

WHEREAS, under the terms of said Trust Agreement there had been conveyed to said Exchange Trust Company, as Trustee, certain real estate, which it holds subject to the terms and conditions of said Trust Agreement above referred to; and,

WHEREAS, the said City of Tulsa, nor its Park Board, have neither tendered or paid unto said Trustee, a sum equal to the aggregate amounts the said parties of the first part