

any suit brought in connection with the trust estate hereby created unless indemnified in so doing, but may defend any such suit, if it sees fit, without indemnification. In event of any suits being brought against the Trustees on account of any matter connected with this trust, it shall, nevertheless, be the duty of the Trustees to deliver to first party copy of any summons or notices served upon it in connection with such suit. It shall be fully protected in acting upon any certificate, order, or document by it believed to be genuine. The certificate of the party of the first part, duly signed, shall be sufficient evidence to protect the Trustees in any action it may take by reason of the existence of any facts stated in such certificate. It shall be not part of the duty of the Trustees to see to the recording of this instrument, nor does it assume any responsibility as to the validity thereof, nor as to the amount or extent of the security. All recitals hereunder are made on behalf of the party of the first part, and on behalf of the Trustees, and the Trustees shall not in any way be liable hereunder for anything except their own wilful misconduct or gross negligence.

RESIGNATION OF TRUSTEES

The Trustees may resign or decline to act hereunder and become discharged from the trust hereby created, by notice in writing to the party of the first part given thirty (30) days before such resignation is to take effect, or such shorter time as party of the first part may accept as sufficient notice, and in case of a vacancy in the office of Trustees, a successor may be appointed by the holders of a majority in value of the bonds then outstanding by an instrument in writing, duly signed and acknowledged by them which instruments shall be recorded in the office of the Recorder of Deeds wherever this deed of trust is recorded. In case such majority does not make such appointment of a new Trustee within thirty (30) days after such resignation shall take effect, the party of the first part or the holders of any of said bonds may apply to any court of competent jurisdiction in the city or county where the properties hereby conveyed are situated, for the appointment of a new Trustee, or Trustees, in such manner, and upon such notice as shall be in accordance with the rules and practice of said Court,; and the Trustees so appointed shall, without any further assurance, be vested with all the powers, rights, and interests granted to or conferred upon the Trustees herein named.

NOTICES Section 21. Any notice, request, consent, or other paper to be given to, or demand to be made upon party of the first part, hereunder shall be deemed to have been effectively served upon said first party, when the same, or a copy thereof, shall have been either delivered to said first party, or left at the principal place of business of said first party, or mailed by registered mail addressed to said first party at the City of Tulsa, Oklahoma.

SUCCESSION Section 22. All the covenants, agreements, and stipulations herein undertaken to be performed by, and the rights conferred upon the respective parties hereto, shall be binding upon and inure to the benefit of not only said parties, respectively, but also their respective heirs, devisees, representatives, grantees, successors, and assigns.

IN WITNESS WHEREOF, the said TULSA MASONIC BUILDING ASSOCIATION OF TULSA, OKLAHOMA, has caused this instrument to be executed by its President, with its corporate seal hereto affixed, attested by its Secretary; and the Exchange Trust Company of Tulsa, Oklahoma, and American National Company, of Oklahoma City, Oklahoma, as an evidence of their acceptance of the trusts herein created, have caused their names to be hereunto subscribed by their Vice-President and Vice-President respectively, and their corporate seals attached, duly attested by their Secretaries, all as of the day and year first above written.

(Corporate Seal) Attest: John Kusonbacher,
Secretary.

TULSA MASONIC BUILDING ASSOCIATION, TULSA
OKLAHOMA.
By B. A. Hooper, President.