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ACKNOWLEDGEMENT.

STATE OF OKLAHOMA, CRAIG COUNTY, SS.

BEFORE ME, a Notary Public in and for said County and State, on this 6th, day of February 1909, personally appeared Mary E. Falling, as Guardian of Gilbert Falling, a minor, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as such quardian, as her free and voluntary act adand deed, for the uses and purposes therein set forth.

Witness my hand and seal as such Notary Public, on the day last above mentioned.

S. E. Ridgway, Notary Public.

(SEAL) My commission expires Sept. 30, 1912.

Filed for record at mulsa, Okla., Mar. 13, 1909. at 1.25 o'clock P. M.

H. C. Walkley, Register of Deeds (SEAL)

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COMPARED

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That , Whereas, I? A . Newland, of Tulsa, Tulsa County, State of Oklahoma, am indebted to divers persons in considerable sums of money, which I am unable to pay in full, and I am desirous of conveying all my stock of goods for the benefit of my creditor, Ranney Davis Mercantile Company.

NOW, THEREFORE, I, the said A. Newland, in consideration of thepremises and One Dollar to me paid by Ranney Davis Mercantile Company of Arkansas City, Kansas, the receipt whereof is hereby acknowledged, have granted, bargained, sold, assigned, transferred and set over, and by these presents do grant, pargain, sell, assign, transfer and set over unto the said Ranney Davis Mercantile Gompany all my goods, property/ rights and action of every nature and description wherescever the same may be, except such property as is by law exempt from execution.

TO HAVE AND TO HOLD THE SAME unto the said Ranney Davis Mercantile; Company in Trust, to sell and dispose of the said real and personal property, and to collect the said rights in action, with power to compound for the said rights in action, taking a part for the whole, where the said Ranney Davis Mercantile Company shall deem it expedient so to do; and then in trust to apply the proceeds of the said property and rights in action in the following mamner:

- (1) To pay the cost and charges of the conting the lawful expenses of executing the trust hereby created, and the wages or salary actually owing to the employees of the said A. Newland.
- (2) To pay the Ranney Davis Mercantile Company the account now due them, amounting to approximately Three Hundred Dollars.
- (\$) To distribute and pay the remainder of said proceeds to the creditors of the undersigned, and the said Ranney Davis Mercantile Company for all debts and liabilities which I may be owing or indebted to amy person whatsoever: PROVIDED, HOWEVER, that if there shall not be sufficient funds to pay all my said debts, then the said debts are to be paid ratably and in proportion, but the Ranney Davis Mercantile Company is to have the full amount of their debt as herein set out.
- (3) The residue and remainder of said proceeds, if any therebe, after paying all my debts in full, the said Ranney Davis Mercantile Company is to repay to me, or to my executors, adminastrators or assigns.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this the Seventeenth day of