

of Education, of the City of Tulsa, Oklahoma, said above described land all being the Homestead allotment of Alvin T. Hodge.

And, Whereas, for the convenience and by agreement of all of the parties hereto, said land was deeded by the said Alvin T. Hodge and Mary J. Hodge, his wife, to Charles W. Grimes Trustee.

And, Whereas, said land is really owned by all the parties hereto as follows, to-wit:

The said Charles W. Grimes owns an undivided One Fourth interest therein.

The said O. M. Lancaster owns an undivided one fourth interest therein.

The said P. M. Kerr owns an undivided one fourth interest therein.

The said Joseph Cooper owns an undivided One eighth interest therein.

The said W. B. Grimes owns an undivided one eighth interest therein.

And, Whereas, it is the desire and purpose of the parties of this agreement, that the said Charles W. Grimes, as Trustee, shall hold, control and manage said property and shall grant, bargain, sell and convey the same according to his judgment, and shall execute all deeds and instruments of writing in the name of Charles W. Grimes, Trustee. It is therefore hereby agreed:

I.

The said Charles W. Grimes in consideration of \$1.00 and other good and valuable considerations hereby accepts and agrees to hold the said land above described in trust for the parties of this agreement as their interest appear, as above mentioned, and agrees that in signing any and all deeds to said land above mentioned in the name of Charles W. Grimes, Trustee, that the same conveys absolutely all his individual and personal interest therein.

II.

It is further agreed that these presents shall be evidence to all men that O. M. Lancaster, P. M. Kerr, Joseph Cooper and W. B. Grimes for the consideration of \$1.00, do hereby make, constitute and appoint Charles W. Grimes, Trustee, as our true and lawful attorney, for us and in our name and stead, giving and granting unto him full power and authority to do and perform every act and thing whatsoever necessary and requisite to be done in the premises in and under the name of Charles W. Grimes, Trustee, as we might or could do, if personally present; hereby giving him authority to hold, manage, control, grant, bargain, sell and convey the above described property together with the right to have the same surveyed and platted into lots, blocks, streets and alleys, and to dedicate said streets and alleys to the use of the public forever for public highways.

NOW, THEREFORE, be it agreed by and between the parties hereto, that the terms, conditions and covenants set forth above are hereby accepted.

WITNESS our hands and seals, on the day and date first above written.

Charles W. Grimes

O. M. Lancaster

P. M. Kerr

Joseph Cooper

W. B. Grimes

STATE OF OKLAHOMA,)
: SS.
TULSA COUNTY.)

Before me, D. B. Crewson, a Notary Public, in and for said County and State, on the 27th, day of April A. D., 1909, personally appeared Charles W. Grimes, O. M. Lancaster, P. M. Kerr, Joseph Cooper and W. B. Grimes, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.