

COMPARIS

DEED OF TRUST.

THIS DEED, Made and entered into this 6th, day of August 1909, by and between the Farmers Trading Company, a corporation existing by and under virtue of the laws of Arkansas, and doing business at the City of Broken Arrow, County of Tulsa, and State of Oklahoma, doing business under the name of Farmers Trading Company, party of the first part and W. P. Fraker and C. C. Babb, of the City of Broken Arrow and St. Joseph, Counties of Tulsa and Buchanan, and States of Oklahoma and Missouri, respectively, of the second part and the various creditors, whose names shall appear therein, of the said Farmers Trading Co., parties of the ^{third} ~~second~~ part.

WITNESSETH: That the said parties of the first part, in consideration of the sum of One Dollar to it in handpaid by said parties of the second part, the receipt of which is hereby acknowledged, and in consideration of the debts and trusts herein mentioned and created, do hereby sell, assign, transfer and set over unto said parties of the second part as Trustees, the following described property, to-wit:

All of the stock of merchandise now contained in the brick store building being on Lots 2 & 3 Block 47 and the frame store building on Lots 4 & 5, Block 47 consisting of dry goods, boots and shoes, groceries, notions, clothing, hats and caps, queensware crockery, hardware, implements, together with any other articles of merchandise, not specifically mentioned herein, now belonging to or pertaining to the business of the said corporation, together with the books and chattels, book accounts, notes, choses in action, fixtures horses and wagons pertaining or belonging to the said corporation, also lots 2, 3, 4 & 5, Block 47, with the improvements thereon, subject to a first mortgage of \$2500.00 held by Inter-State Mortgage Trust Co., of Parsons, Kansas, and a second mortgage of \$3000.00 held by the First State Bank of Broken Arrow, Oklahoma, as appears on record, all of the above named property now situate and being in the City of Broken Arrow, County of Tulsa, State of Oklahoma.

IN TRUST HOWEVER for the following purposes to wit: For the payment of all of the just and lawful debts of the said party of the first part, as the same shall hereafter be satisfactorily proved up before said parties of the second part.

The parties of the second part shall have the right to and shall take immediate possession of all the property herein conveyed and assigned and shall take an inventory thereof; upon default in the payment of any of the indebtedness herein and hereby secured when the same becomes due and payable they shall sell the merchandise and other property herein mentioned for cash at public sale or private sale in bulk or at retail and for the purpose of taking, invoicing, keeping and selling said property, and in the execution of this trust they may employ such agents, servants and assistants, and incur such expenses as may reasonably necessary thereto. Said parties of the second part are hereby authorized to purchase from time to time for cash out of the proceeds of sales made at retail such merchandise as may be reasonably necessary to maintain the value of the merchandise that may remain unsold and enable them to dispose of such remainder without unnecessary sacrifice; such new goods shall become subject to all the terms and conditions of this instrument.

The said trustee shall collect all of the outstanding notes, books accounts, claims and choses in action, and, if necessary, may employ assistants for that purpose, and if in their judgement they cannot collect same in full they may compromise or sell same upon the best terms obtainable for cash. Out of all moneys received and collected by said parties of the second part they shall pay.

FIRST, all of the expenses and costs incurred in the making and executing of this instrument, and in the execution of the trust herein and hereby created, and a reasonable