

To have and to hold the same unto the said party of the second part, his heirs and assigns, in trust, nevertheless, for the uses and purposes as follows:-

(1) To take possession of said property and to sell and dispose of the same, at public or private sale, with all reasonable diligence, and to convert the same into money; also to collect all claims, demands and bills receivable hereby assigned, or to settle, compromise or compound the same, or to sell and dispose thereof, and with and out of the proceeds of such sale and collections.

(2) To pay and discharge all the just and reasonable expenses, costs and charges of executing and carrying into effect the trust hereby created, including a reasonable compensation to the party of the second part for his services in executing the same.

(3) To pay and discharge in full, if the residue of such proceeds be sufficient, all the debts and liabilities due or owing by the party of the first part, including interest thereon, to those of their creditors who shall become parties hereto, and who shall, in consideration of the premises, undertake upon payment made, whether in whole or in part, as herein provided, to fully release, discharge and absolve the parties of the first part from and of all indebtedness to them or either of them, now due and owing.

And if the residue of the said proceeds shall not be sufficient to pay said debts and liabilities and interest in full, then to apply the same so far as they will extend pro rata to the payment of said debts and liabilities and interest. And if, after payment as aforesaid, there shall be any surplus, to repay the said surplus to the party of the first part, their executors, administrators or assigns.

provided, however, that the party of the second part, may if he deem it best in order to realize and convert the property hereby assigned/ continue for such time as he shall deem advantageous, the business of the parties of the first part, and in such event may use the proceeds of sales, or any part thereof, to renew and assort the stock of merchandise hereby assigned.

Provided further, that the party of the second part may, if he shall deem it advisable, use proceeds of sales, not to exceed the sum of \$10.00, to pay, settle or compound any claims owing by the said parties of the first part to any person who shall not join herein.

In witness whereof, the said parties of the first part have hereunto set their hands and seals the day and year above written.

Charles S. Edwards Edward Hornbeck.

State of Oklahoma, County of Tulsa, SS.

On this 8th day of August, 1910, before me, a Notary public in and for said county and State, personally appeared Charles F. Edwards and Edward Hornbeck, known to me to be the identical persons who executed the within and foregoing instrument of writing, 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.

Witness my hand and official seal the day and date first above written. E.A. Robinson, Notary public (seal)