

It is expressly understood and agreed between the parties hereto, that in case of sale hereunder, either under the power here given or through proceedings in Chancery, the relation of landlord and tenant shall thereafter exist between the grantors herein, or those claiming under them, and the purchaser or purchasers at such sale, and the tenancy shall be one of from month to month, at a rental value of \$15.00 per month, payable monthly in advance to the purchaser or purchasers, the first month's rent to be due the day following the day of sale.

The sole consideration for this deed of trust being money loaned to grantors as aforesaid, they hereby, under the act of March 17th, 1879, as amended by act of March 17th, 1883, as adopted by the United States Government from the laws of Arkansas, waive all right of appraisement or redemption.

Provided always, That if the said first party shall fully keep and perform all the covenants and agreements hereinbefore expressed, then this indenture shall be released at the cost of the first party; and in case of failure to release this Trust Deed promptly as herein provided, all claims for statutory penalties or damages are hereby released.

In witness whereof, the said first part has hereunto set - hand and seal the day and year herein first above written.

Witnesses:

Harry Smith (seal)

United States of America.

Hannah Jennie Smith (seal)

Indian Territory,
Western District ss.

On this 19th day of February, in the year of our Lord, One Thousand, Nine Hundred and seven - before me, D. W. Yancey, duly commissioned and acting within and for the Western District and Territory aforesaid, appeared in person Harry Smith to me personally well known to be the person whose name appears upon the within and foregoing deed of conveyance as one of the parties grantor, and stated that he had executed the same for the consideration and purpose therein mentioned and set forth, and I do hereby so certify,

And I further Certify, That on this day voluntarily appeared before me, Hannah Jennie Smith, wife of the said Harry Smith, to me well known to be the person whose name appears upon the within and foregoing deed of conveyance, and in the absence of her said husband, declared that she had of her own free will signed the relinquishment of dower and homestead therein expressed, and had executed the same for the purpose and consideration therein contained and set forth, without compulsion or undue influence of her said husband.

In Testimony whereof, I have hereunto set my hand and seal as such Notary Public at Muskogee, in said Territory aforesaid, on the 19th day of February, 1907.
My Commission expires 15th day of May 1910.

Notary Public, Indian Territory.

D. W. Yancey, Notary Public.

Filed for Record Feb. 20, 1907 at 9:30 A.M.

Oliver Sinton

Deputy U. S. Clerk and Ex-Officio Rec.