・・・・ケフして DEED OF TRUST.



Date THIS DEED, Made and entered into this . 10 / with Justin file the file of 19 Justin mile Matthews in and of Bulker director of 19 Justin mile Matthews in and of Bulker director of 19 Justin and 19 Justin mile of 19 Justin m
We party of the first part, and
the Indian Territory, party of the third part; . Witnessetn: That the said first party, in consideration of the debt and trust hereinafter mentioned and created, and the sum of one dollar, to
in hand paid by the sald party of the second part, the receipt of which is hereby acknowledged, does by these pres
ents grant, bargain, sell and convey unto the said second party the following described tract, piece, or parcel of land lying and being situated in
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& each can act of the down fast concate of dection Zuo (2)
Tourship Swanton (17) Month Mange Thistien U3) (us to) The
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cessors and assigns in this trust; and the said first party hereby covenants with the said second party that
is lawfully seized in fee of the said real estate; and that the same is free from all incumbrances, and that
And I, Phylle 12. 12. 12. 12. 12. 12. And I, Phylle 12. 12. 12. 12. 12. 12. 12. 12. 12. 12.
This sale is on condition that: Whereas said Wall at the January did on the January did o
DOLLARS for which a constant and delivered to said Company acts of
DOLLARS, for which executed and delivered to said Company coupon note for the Dollars, dated at Musika Company coupon note for the Dollars note for the Dollars note for the Dollars note for t
M6day ofday 1, 190, and made payable to the order of said Company, or its assigns, at its office in Muskogee, Indian
Territory, on the (day of day of 19/12, with interest at the rate of last per cent.
by per annum, from date until maturity and Constant, per cent. per annum from maturity until paid, payable suntil annually on the suntil the maturity of said note being evidenced
and secured by the interest coupons to said note annexed, for 56 2 201 100 100 100 100 100 100 100 100 1
ing even date with said note, and made payable at the same place to said Lynde-Bowman-Darby Company, or bearer, on the
and day of and mobile of each year respectively, so that one of the interest coupons on said note falls due at the end of every 211, months from the day of Classification 190 7, and bear interest after maturity, at
the rate of
or more insurance companies, satisfactory to said party of the third part, against fire in at least the sum of the fire flat flat flat flat flat flat flat flat
At and hand here Dollars, to pay off and discharge all prior liens, taxes and incumbrances (if any there be) on said property, to pay all
general taxes and special assessments upon the property within the time required by law; to constantly keep the same free from mechanics' liens and all hother liens, and to preserve and maintain the security hereunder against any adverse superior or intervening claim or interest. Should the party of the first
part default in the performance of any of these stipulations, the said third party, or its assigns, may immediately perform and discharge the same, and all amounts so expended in paying such taxes, liens or incumbrances, or in protecting said title, or in making said repairs, shall become a debt due, in addition
to the indebtedness aforesaid, and secured in like manner by this deed, and It is Further Agreed, That any failure to pay when due, the aforesaid note and coupons, whether for interest or principal, or any
default in either of said covenants as to taxes, liens, incumbrances, insurance or protecting said title, as aforesaid, or any default to refund on demand any moneys which have been paid by the party of the third part, or its assigns, on account of repairs, taxes, liens, incumbrances, insurance or in protecting said
wittle, as above provided, shall, at the option of the holder of said note
Now, If said coupon note A shall be promptly paid, at maturity and if the covenants aforesaid shall be well and truly kept and all amounts expended as aforesaid shall be refunded and repaid to the said party of the third part, or its assigns by the said party of the first part,
personal representatives or assigns, then, these presents shall be void and the property hereinbefore conveyed shall be released at the cost of the party of the or first part: but if default be made in the payment of said coupon note, or any part thereof, or either of said coupons, or the interest thereon, as they respec-
tively become due and payable; or in case said covenants or any part thereof shall not be fully kept, then this deed shall remain in full force, and
(b) Said third party, or any legal holder of the note herein secured shall at once be entitled to the immediate possession of the above described premises, and may at once take possession of the same, and receive and collect the rents, uses and profits thereof, and the occupant or occupants of said real
estate shall pay the rent to the third party or its assigns only, and OAC-UNDO (c) The said second party may proceed to sell the property herein described or any part thereof at public vendue to the highest bidder for cash, at
Course Atomas in Mushacyce of Diafter having given public notice for twenty days of the time,
terms and place of sale, and of the property to be sold, by advertisement in some newspaper, published in
ing the property sold, to the purchaser or purchasers thereof (all the recitals whereof shall be prima facie evidence of the facts therein set forth) and receive the proceeds of said sale out of which shall be paid: First, the cost and expenses of executing this trust, and attorney's fees; second, all moneys, with in-
terest, which have been advanced, or expended by said party of the third part, or its assigns, for either taxes, repairs, leins, insurance, or protecting said title; third, said note
to be fully paid prior to any part of the principal; and fourth, the remainder, if any, shall be paid to said party of the first part,
personal representatives or assigns. At hereby waive any and all rights of appraisement or redemption, the note herein secured being given for
borrowed money. It Is Further Stipulated and Agreed, That if, at any time, the trustee to whom this conveyance is made, shall fail, refuse or be incapacita-
pany, or its assigns, shall have the right to appoint a trustee in his place by endorsement of such appointment on this deed, which substituted trustee
shall have the same powers in every respect as are conceded to the grantee in this deed; and the endorsement aforesaid shall be prima facie evidence of the fact that a necessity has arisen for the appointment of such substituted trustee, under the provisions of this deed.
Witness our hands and seals on this
Ohur De B. Zuellen (Seal)
Service of Charles and Charles
UNITED STATES OF AMERICA, ACKNOWLEDGMENT Indian Territory
Wed bigg Judicial District.
Be it remembered, that on this day came before me, the undersigned, a notary public within and for the above mentioned Judicial District and Territory, duly commissioned and acting, Philadelle and the purposes therein mentioned are the purposes therein mentioned and acting the commissioned acting the commissi
seeus for the consideration and purposes therein contained and set forth, without compulsion or undue induced of her said husband. See Witness my land and seel as such notary public on this
known, and to the absence of burnald hubbard, declared the shield of her own rea will, executed the foregoing deed and agreet and sealed the relinquishment of her dower and homestond in the said deeds for the consideration and purposes therein contained and set forth, without compulsion or undue influence of her said husbard in the said with the said and seal as such notary public on this . D. Add
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