

No. 932.

P. D. M.
P. I. M.
C. I.
C. S.
C. I.

Mary M. Williams, an unmarried woman,

To

C. F. Lynde, 2nd, party.

Lynde-Brownaw-Clarke Company, 3rd party.

Deed of Trust, with power of Sale.

Date

Parties

This deed, made and entered into this 19th day of September 1906, by and between Mary M. Williams, an unmarried woman of Broken Arrow party of the first part, and C. F. Lynde, of Muskogee, Indian Territory, party of the second part, and Lynde-Brownaw-Clarke Company a corporation, organized and existing under and by virtue of the laws of the United States in force in the Indian Territory party of the third part;

Consideration

Witnesseth: That the said first party in consideration of the debt and trust herein after mentioned and created, and the sum of one dollar, to her in hand paid by the said party of the second part, the receipt of which is hereby acknowledged, does by these presents grant, bargain, sell and convey unto the said second party the following described tract, piece, or parcel of land lying and being situated in Creek Nation, Indian Territory to-wit:

Description

South Half of the South East Quarter of Section thirty-one (31), Township Nineteen (19) North, Range fifteen (15) East, and Northeast Quarter of Southwest Quarter of Section One (1), Township Eighteen (18) North, Range fourteen (14) East, of the Indian Base and Meridian, containing 20 acres, more or less,

Title

To have and to hold the same, together with all the rights, privileges and appurtenances thereto belonging unto the said second party and unto his successors and assigns in this trust; and the said first party hereby covenants with the said second party that she is lawfully seized in fee of the said real estate; and that the same is free from all incumbrances; and that she will warrant and defend the same unto the said second party or his successors in said trust, or assigns, against the lawful claims of all persons.

To hold the same in trust, however, for the uses and purposes hereinafter expressed.

This sale is on condition that: Whereas said — did on the 19th day of September, 1906, borrow of Lynde-

Debt

Brownaw-Clarke Company the sum of fifteen hundred (\$1500) Dollars,

Note

for which — executed and delivered to said Company a promissory note for fifteen hundred (\$1500) Dollars, dated at Muskogee, Indian Territory, on the 19th day of September 1906, and made payable to the order of said Company, or its assigns, at its office in Muskogee, Indian Territory on the 1st day of September 1911, with interest at the rate of six per cent. per annum, from date until maturity and eight per cent. per annum from maturity until paid, payable semi-annually on the 1st day of March and September of each year; the interest until the maturity of said note being evidenced and secured by two interest coupons to said note annexed one for \$2.50 and 9 for \$45.00 Dollars each, all bearing even date with said note, and made payable at the same place to said Lynde-Brownaw-Clarke Company or bearer, on the 1st day of March and Sept. of each year as follows: so that one of the interest coupons on said note falls due at the end of every six months from the 1st day of Sept. 1906, and bears interest after maturity, at the rate of eight per cent. per annum.

Interest

Refin

And, Whereas, for the further security of this loan, said party of the first part covenants and agrees with said party of the second part to keep the improvements on the said property in a state of good repair, and constantly insured for the benefit of said party of the third part and its assigns, in one or more insurance companies, satisfactory to said party of the

Fire Insurance

third part, against fire in at least the sum of — Dollars, and against wind-storms, tornadoes, and cyclones, in at least the sum of — 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 for the property within the time required by law; to constantly keep the

Taxes

same free from mechanics liens and all other liens, and to preserve and maintain the security hereinbefore against any and