

No. 5436.

D.W.
 M.
 L.
 C.L.
 C.D.
 S.I.

Oce Denbo, et al

To

Second Deed of Trust.

Edward C. Holmes.

This Deed, made and entered into this 16th day of July One Thousand Nine Hundred and Seven, by and between Oce Denbo and Dora Denbo, his wife whose post office address is Catoosa Indian Territory, party of the first part, and Edward C. Holmes, Trustee, party of the second part, and Willard P. Holmes, party of the third part, Witnesses; That the party of the first part, in consideration of the debt and trust hereinafter mentioned and created, and the sum of One Dollar to them paid by the said party of the second part, the receipt of which is hereby acknowledged, do by these presents grant, bargain and sell, convey and confirm unto the said party of the second part, the following described Real Estate situate in Cherokee Nation, District No Twenty eight, Indian Territory. The South Half of the South East quarter of the North West quarter and the North Half of the North East quarter of the South West quarter of section Twenty-four (24) Township Twenty (20), Range Faulkner (14)

To have and to hold the same, with the appurtenances, to the said party of the second part, and to his successors hereinafter designated, and to the assigns of him and his successors, forever;

In Trust, however, for the following purposes: Whereas, the said party of the first part have this day made to Willard P. Holmes, of Kansas City, Missouri, one promissory note for \$4000 payable in ten semi annual installments, the last installment due on the first day of July 1912.

~~To have and to hold the same, with the appurtenances, to the said party of the second part, and to his successors hereinafter designated, and to the assigns of him and his successors, forever.~~

Now, Therefore, If the several installments of said note are paid when they become due according to the terms thereof and the agreements made herein duly performed, then this instrument shall be void, and the same be released by said third party at the expense of the said first party.

This Deed of Trust is made subject to a prior of Trust upon the same real estate, executed this day to secure the sum of \$4000, and this instrument is junior thereto. And it is agreed by the parties hereto that upon the failure of said party of the first part to pay any part of said installment note