

shall be prima facie evidence that a necessity has arisen for the appointment of such substituted trustee under the provisions of this deed.

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 \$10.00 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 party has hereunto set her hand and seal the day and year herein first above written.

Witnesses:

H. F. Hunt,

J. M. Self.

United States of America, Indian Territory, Western District, ss.

Before me, a Notary Public, duly commissioned and acting within and for the District and Territory aforesaid, this day appeared in person Abigail J. Hadley to me personally well known to be the person whose name appears upon the

within and foregoing deed of conveyance as party grantor, and stated that she had executed said deed for the purposes therein mentioned and set forth, and she hereby so certifies.

In Testimony Whereof, I have hereunto set my hand and seal as such Notary Public at Wagoner, Indian Territory aforesaid, on the 9 day of October, 1907.

Edward L. Moore,
Notary Public.

My commission expires 24 day of July, 1910.

Filed for record Oct. 15, 1907, at 2 P.M.
C. W. Sauter, Deputy Clerk & Ex-Officio Sec.