

COMPARED

No. 7149.

Daniel B. Childers.

To

Deed of Trust.

James Childers

This Deed, made and entered into this 9th day of September, nineteen hundred seven, by and between Daniel B. Childers and Mildred Childers, his wife, of Broken Arrow, Indian Territory, party of the first part, and James W. Childers of Broken Arrow, Ind. Ter. party of the second part,

Witnesseth: That the said first party in consideration of this debt and trust hereinafter mentioned and created, and the sum of One Dollar to him in hand paid by the said second party, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain and Sell unto the said second party, the following described tract, piece, or parcel of land, lying and being situated in the Creek Nation, Indian Territory, to-wit: The Southwest quarter of the Southeast quarter of Section thirty-four (34) Township Eighteen (18) North, Range Fourteen (14) East, according to the United States survey thereof.

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 he is lawfully seized in fee of said real estate; that the same is free from all encumbrance, and that he 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, and the said first party hereby expressly release, relinquish, waive and convey to said second party all rights of homestead and redemption, or dower in said premises, in Trust, however, for the following purposes:

This Deed of Trust is given to secure the payment of a debt evidenced by a certain promissory note executed concurrently with this mortgage by Daniel B. Childers and Mildred Childers of the first party and payable to the said second party or order, and bearing the same date as this deed of trust, and described further as follows: One principal note for the sum of Two hundred & no/100 Dollars (and being for the principal sum loaned) payable January 15th 1908 with interest therein specified at the rate of 10 per centum per annum after maturity.

The said first party hereby covenant and agree with