

the appurtenances thereto belonging or in any wise appertaining including any right of homestead and every contingent right or estate therein unto the said party of the second part or his successor in trust, and to his grantees and assigns forever; the intention being to convey an absolute title in fee to said premises, which the said parties of the first part will warrant and defend.

In Trust However, for the following purposes, Whereas, Francis M. Davis and Lucy Belle Davis his wife the said parties of the first part have this day made executed and delivered to the said party of the third part one promissory note of even date herewith by which they promise to pay to the Walton Trust Company or order, for value received Four Hundred Twenty (\$420.00) Dollars due and payable at the office of the Walton Trust Company in Butler Missouri in seven annual installments of \$60.00 each the first payment falling due on the 31st day of July 1908 and a payment of like amount on the 31st day of July in each year thereafter until the whole of said note is paid. Each installment shall bear interest at the rate of eight per cent per annum from maturity until paid.

And the said parties of the first part do covenant and agree to pay all taxes and assessments levied on said premises before any penalty for nonpayment attaches thereto; also to abstain from the commission of waste on said premises and to keep the buildings now existing and those hereafter made upon said real estate constantly insured against fire, lightning and wind storms for the insurable value thereof in some insurance company acceptable to the Walton Trust Company, and such policy or policies of insurance shall be assigned to said party of the third part its legal representatives or assigns. Provided however, that such insurance shall be assigned to said party of the third part not be required for a greater