

said Francis W. Davis of the first part hereby releases and relinquishes all right of dower in and to said real estate.

To Have and to Hold the same, with 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 its 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 W. 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 date hereinafter which they promise to pay to The Walton Trust Company or order, for value received One Hundred forty (\$140<sup>00</sup>) Dollars due and payable at the office of The Walton Trust Company in Butler Missouri in seven semi annual installments of \$20<sup>00</sup> each, the first payment falling due on the 31<sup>st</sup> day of July 1908 and a payment of like amount on the 31<sup>st</sup> 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 <sup>the</sup> commission of waste on said premises and keep the buildings now existing and those hereafter made upon said real estate constantly insured against fire lightning and windstorms for the insurable value thereof in some insurance company acceptable to The Walton Trust Company and such policy or policies of insurance shall