

Robert Grayson

Do

Second Deed of Trust.

Edward E. Holmes Trustee

This Deed, made and entered into this 30th day of July One thousand nine hundred and seven by and between Robert Grayson and Mary Grayson, his wife whose post office address is Tulsa Indian Territory, party of the first part, and Edward E. 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 herein after 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 Creek Nation, District No Twenty eight Indian Territory.

The South half of the North east quarter of Section Thirteen (13), Township nineteen (19) Range thirteen (13).

To Have and To Hold the same, with the appurtenances, to the said party of the second part, and to his successor hereinafter designated, and to the assigns of him and his successor, 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 \$50.00 payable in ten semi annual installments, the last installment due on the first day of August 1912.

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 deed of Trust upon the same real estate, executed this day to secure the sum of \$500.00, 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 in accordance with the terms thereof; or upon the payment in full of the indebtedness secured by said Prior Deed of Trust; or upon a sale of said real estate to satisfy such prior indebtedness secured by said prior Deed of Trust; or upon a sale of said real estate to satisfy such prior indebtedness; or upon a failure on the part of said first party to perform any of the agreements made in said prior Deed of Trust, then the whole amount of the installment note named herein shall become due and payable at once; and the said Trustee or his successor, as provided in said prior Deed of Trust, may proceed to advertise and sell the real estate