

COMPARED
TRUST DEED.

6079

THIS DEED, Made and entered into this twentieth day of August Nineteen Hundred and Seven 1907
by and between John Shellenbarger and Mary Shellenbarger
his wife
of the Eighth Recording District of the Creek Nation of the Indian Territory, part of the first part, C. A. ALLEN, of the
county of Bates, State of Missouri, party of the second part, and THE WALTON TRUST COMPANY, located at the City of Butler, in the State of Missouri,
party of the third part.

WITNESSETH, That the said parties of the first part, in consideration of the trust hereinafter mentioned and of one dollar in hand paid, the re-
ceipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and confirm to the said party of the second part, or his successor in
trust, the following described real estate, in the Eighth Recording District of the Creek Nation of the Indian Territory
to-wit:

The west half of the south-west quarter of
Section one (1), in Township seventeen (17) North
of Range thirteen (13) East of the Indian Base and
Meridian containing eighty (80) more or less, subject
to a deed of trust of first date herewith given by
the said parties of the first part to C. A. Allen as Trustee
to secure the payment of one note
and possession of said real estate now deliver to said party of the second part.

The parties of the first part hereby expressly waive all right of appraisal, resale and redemption as now provided by law and the said
Mary Shellenbarger wife of the said John Shellenbarger
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 anywise 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 John Shellenbarger and
Mary Shellenbarger 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, One Hundred and Fifty \$150.00 DOLLARS,
due and payable at the office of THE WALTON TRUST COMPANY, in Butler, Missouri, after date, with interest from
at the rate of per cent. per annum, interest

payable annually in five annual installments of \$30.00
each the first payment being due on the 20th day of August
1908 and a payment of like amount on the 20th day of
August in each year thereafter until the whole of said note
is paid and 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 non-payment attaches thereto; also to ab-
stain from the 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
wind-storms for the insurable value thereof, in some insurance company acceptable to THE WALTON TRUST COMPANY, and all 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 not be REQUIRED for a greater sum than the amount of said in-
debtedness then unpaid, but it is expressly agreed that every such contract of insurance, effected by said parties of the first part, their heirs, legal representatives or assigns shall
be primarily subject to appropriation for the benefit and security of said indebtedness.

NOW, THEREFORE, if the said parties of the first part shall pay, or cause to be paid, the principal sum and interest above specified, in manner aforesaid, together with all costs and
expenses of collection, if any there shall be, and any costs, charges or attorney's fees incurred and paid by the legal holder of said note in maintaining the priority of this trust deed, and
shall perform all and singular the covenants herein contained then the estate hereby granted shall become null and void, and be released at the expense of the said
parties of the first part; but in case of default in payment of any installment of interest or in the performance of any of the covenants and agreements herein contained, then, or at any time
thereafter during default, the legal holder of said note may, without notice, declare the entire debt hereby secured immediately due and payable, and thereupon, or in case of default, in the
payment of said promissory note at maturity, the said party of the second part, or his successor in trust, shall be entitled to the immediate possession of said premises and of the rents,
issues and profits thereof, and may proceed to sell said premises at the Court House door, in the City or Town of Stallan in the Eighth Recording District of
the Creek Nation, Indian Territory, at public vendue, to the highest bidder, for cash, first giving not less than twenty days' notice of the time, terms and place of sale, and the
property to be sold, by advertisement in some newspaper printed and published in the City or Town aforesaid, and a copy of such sale shall execute and deliver a deed in fee simple of the prop-
erty sold to the purchaser thereof, and receive the proceeds of said sale; and any statement of facts or recital by the said Trustee in relation to the non-payment of the money secured to be
paid, the advertisement, sale, receipt of money, and the execution of the deed to the purchaser, shall be received as prima facie evidence of such fact, and such Trustee shall out of the pro-
ceeds of said sale, pay first the cost and expenses of executing this trust, including legal compensation to the Trustee for his services; and next he shall apply the proceeds remaining
over to the payment of said debt and interest, or so much thereof as remains unpaid, and the remainder, if any, shall be paid to the said parties of the first part or their
legal representatives.

And the said parties of the second part hereby lets said premises to the said parties of the first part until a sale be had upon the following terms to-wit: The said parties of the first
part and all persons claiming or possessing said premises and any part thereof, shall pay rent therefor during said term at the rate of one cent per month, payable on demand, and shall
and will surrender peaceable possession of said premises and every part thereof sold under the foregoing provisions to said party of the second part or the purchaser at such sale, within
ten days after such sale, and without notice or demand therefor.

And it is expressly covenanted and agreed, that in case of the death, resignation or inability to act of the said party of the second part, at any time when action under the foregoing
powers and trusts may be required, the legal holder of said note shall be empowered to appoint, by an instrument in writing, a successor in trust under this deed, in whom the title to said
premises shall thereupon vest for the uses and purposes herein expressed.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands, the day and year first above written.

John Shellenbarger
Mary A. Shellenbarger

ACKNOWLEDGMENT.

UNITED STATES OF AMERICA,
Indian Territory, Creek Judicial Dist. } ss.

BE IT REMEMBERED, That on this day came before the undersigned, W. P. Fraker
a Notary Public within and for the District and Territory aforesaid, duly commissioned and acting, John Shellenbarger
to me well known as the grantor in the foregoing deed of conveyance, and stated that he had executed the same for the consideration and purposes therein mentioned
and set forth, and I do hereby so certify.

And on the same day also voluntarily appeared before me the said Mary A. Shellenbarger wife
of the said John Shellenbarger to me well known as the person whose name appears upon the within and foregoing deed of
conveyance, and in the absence of her said husband declared that she had of her own free will signed and sealed the relinquishment of dower in the foregoing deed expressed, for the pur-
pose therein mentioned, contained and set forth, without compulsion or undue influence of her said husband. Witness my hand and seal as such Notary Public, this 20th day of
August A. D. 1907

My commission expires April 9, 1908 (SEAL) Western Dist. 25 Notary Public.

UNITED STATES OF AMERICA, INDIAN TERRITORY, Creek JUDICIAL DIST. SS.
On this 19th day of August A. D. 1907 before me personally appeared John Shellenbarger
to me known to be the person described in and who executed the foregoing instrument, and acknowledged
that he executed the same as free act and deed. And the said John Shellenbarger
further declared he to be single and unmarried.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Stallan the day and year first above written.

Filed for record the 26th day of August 1907 at 10 o'clock A. M.
My term expires April 9, 1908
W. P. Fraker
Deputy U. S. Clerk and Ex-Officio Recorder.