

COMPARED

7303
TRUST DEED.

THIS DEED, Made and entered into this fifth day of November Nineteen Hundred Seven (1907)

by and between Samuel Spotts Webster and Sarah J. Webster, his wife
of the Seventh Recording District of the Seventh 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 receipt 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 Seventh Recording District of the Seventh Nation of the Indian Territory to-wit:

The north east quarter of the north west quarter of section twelve (12) in township eighteen (18) north of range fourteen (14) east of the Indian River and Meridian, containing forty (40) acres more or less. Subject to a deed of trust of even date herewith given by the said parties of the first part to C. A. Allen as Trustee to secure to The Walton Trust Company the payment of one note for the sum of Two Hundred (\$200.00) Dollars, which is a prior lien hereon 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 appraisement, resale and redemption as now provided by law and the said Sarah J. Webster wife of the said Samuel Spotts Webster 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 Samuel Spotts Webster and Sarah J. Webster, 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, Seventy (\$70.00) DOLLARS, due and payable at the office of THE WALTON TRUST COMPANY, in Butler, Missouri, after date, with interest from

at the rate of seven per cent. per annum, interest payable in seven annual installments of \$10.00 each, the

first payment falling due on the 5th day of November, 1908 and a payment of like amount on the 5th day of November 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 non-payment attaches thereto; also to abstain 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 indebtedness then on hand, 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 all 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 cease and this deed 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 Butler, in the Seventh Recording District of the Seventh 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 upon such sale shall execute and deliver a deed in fee simple of the property 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 proceeds 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 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 of 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 hand and seal, the day and year first above written.

A. L. Laws
Witness to mark, execution and delivery.

Samuel Spotts Webster
Mrs. Sarah J. Webster

ACKNOWLEDGMENT.

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

BE IT REMEMBERED, That on this day came before the undersigned, St. P. Traker
a Notary Public within and for the District and Territory aforesaid, duly commissioned and acting.

Samuel Spotts Webster, her husband, had executed the same for the consideration and purposes therein mentioned to me well known as the grantor. In the foregoing deed of conveyance, and stated that and set forth, and I do hereby so certify.

And on the same day also voluntarily appeared before me the said Sarah J. Webster wife of the said Samuel Spotts Webster 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 purpose 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 9 day of November A. D. 1907.

My commission expires April 7, 1908 (SEAL) St. P. Traker, Notary Public.

UNITED STATES OF AMERICA, INDIAN TERRITORY, JUDICIAL DIST. SS.

On this 10 day of November, 1907, before me personally appeared Samuel Spotts Webster 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 Samuel Spotts Webster further declared that he is single and unmarried.

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

Filed for record Nov 11

My term expires 10 days at 8 o'clock A. M.

Cliff Linton
Deputy U. S. Clerk and Ex-Officio Recorder.