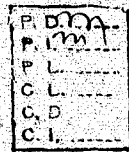


No. 2556.



B. K. Hayes, and Wife.

L. H. Holmes, Trustee,

The Alliance Trust Company, Limited.

Deed of Trust.

This Indenture, made this 24th day of January, Nineteen Hundred and Seven, by and between B. K. Hayes and M. C. Hayes, his wife of the Northern District, Indian Territory, hereinafter called the party of the first part, and L. H. Holmes, Trustee, of Muskogee, Indian Territory, hereinafter called the party of the second part, and The Alliance Trust Company, Limited, of Okmulgee, Oklahoma, hereinafter called the party of the third part, witnesseth:

That Whereas, the said party of the first part is justly indebted unto the said party of the third part in the sum of Five Hundred and no/100 (\$500.00) Dollars, as is evidenced by one five hundred dollar note of even date herewith, becoming due as follows, to-wit: One note for Five Hundred Dollars, due February First 1912 with interest at the rate of 4 percent per annum, payable semi-annually, on the first days of February and August in each year, as specified by interest coupons. Said notes draw interest at the rate of 2 percent per annum after maturity, and are payable to said third party or order, at the office of The Alliance Trust Company, Limited, in Kansas City, Missouri, in U.S. gold coin of present standard weight and fineness.

Now, therefore, the said first party, in consideration of the premises and for the purpose of securing the indebtedness aforesaid, and in the further consideration of One Dollar to said first party in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey unto the said second party and his successors in trust, power, the following described lands and premises, situate in the Twenty-eighth Recording District Cherokee Nation, Indian Territory, to-wit: North-west quarter of South-west quarter of North-east quarter or South half of South-west quarter of North-east quarter and North half of North-west quarter of South-east quarter Section Twelve (12), Township Twenty-two (22), Range Fourteen (14).

I do Have And I do Hold the same, together with all the rights, privileges and appurtenances thereto belonging unto the said second party and to his successors; and the said first party hereby Covenants that said first party is lawfully seized in fee of said real estate; that the same is free from all encumbrances, and that said first party will Warrant and defend the same unto the said second party or his successors in said trust, against the lawful claims of all persons and the said first party hereby expressly releases, relinquishes, waives and conveys to said second party all right of homestead, appraisement, dower, dower in kind, or dower in said premises, in trust, however, for the following purposes:

The said first party hereby Covenants and Agrees with the said second and third parties as follows:

First. To pay the principal of said loan, and the interest thereon, according to the conditions herein before set forth.

Second. To keep all buildings, fences and other improvements on said real estate in as good repair and condition as the same are in at this date, and permit no waste, especially no cutting of timber, except for the making and repairing of fences on the place and such as shall be necessary for firewood for use on the premises.

Third. To keep the buildings now or hereafter erected on said land constantly insured in some company satisfactory to said third party or assigns, the holder of said indebtedness, for the insurable value thereof, and the policies assigned and pledged and delivered to said third party and assigns as of record, with full power to him said, receive and collect all moneys becoming payable thereon, and apply the same toward the payment of said indebtedness; and this mortgage shall be a lien in favor of insurance held by said first party or assigns upon said premises, whether the policies therefor are assigned or not, until said indebtedness is paid.

Fourth. To pay all taxes which are due or which hereafter may become due on said real estate, or which may be assessed