

United States of America, Indian Territory, Northern District, ss.

On this 4th day of Feb. nineteen hundred and seven before me W. C. Sunday, a Notary Public, duly commissioned and acting in this and for the Northern District and Territory aforesaid, appeared in person B. T. Hayes to me personally known as the person whose name appears upon the within and foregoing deed of Conveyance, as grantor and stated that he had executed the same for the consideration and purposes therein mentioned and set forth; and I do hereby certify.

And I further certify, that on this date voluntarily appeared before me M. C. Hayes wife of the said B. T. Hayes 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 the relinquishment of dower and homestead therein expressed and had executed said deed for the purposes and considerations therein contained and set forth without coercion or undue influence of her said husband.

In testimony Whereof, I have hereunto set my hand and seal as such Notary Public on the 4 day of Feb. 1907.

(Seal) Northern Dist. Ind. Ter.

W. C. Sunday, Notary Public.

My commission expires the 4th day of Dec. 1910.

in and for the Northern District, Indian Territory.

Filed for Record Feb. 6, 1907, at 1¹⁵ P. M.

Ohio Lorton

Deputy Clerk & Ex-Officio Recorder.
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 No 2557.

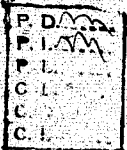
B. T. Hayes and Wife

to

Deed of Trust.

L. H. Holmes, Trustee,

vs Harry Hubbard,



This Indenture made this 24th day of January nineteen hundred and seven by and between B. T. 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 Harry Hubbard, of Muskogee Indian Territory, hereinafter called the party of the third part, witnesses this:

That Whereas, the said party of the first part is justly indebted unto the said party of the third part in the sum of twenty-five (\$25.00) dollars, as evidenced by two promissory notes given date hereunto, becoming due as follows, to-wit:

One note for twelve and 50/100 dollars, due February 1st, 1905.

One note for twelve and 50/100 dollars, due February 1st, 1907, said notes draw interest at the rate of 6 per cent, per annum after maturity, and are payable to said third party or bearer at the office of Holmes & Hubbard, Muskogee Indian Territory.

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 of which is hereby acknowledged, does hereby Grant, Bargain, Sell, and Convey unto the said second party and his successors in trust, forever, 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 and 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).

Shaided of trust is made subject to a deed of trust of even date herewith for \$500.00 given by said first party in favor of Alliance Trust Company, Limited of Kansas City, Mo.

To Have and to 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 part is lawfully seized in fee