

NO. 2207.

P. D. M.
P. L.
C. I.
C. J.
C. J.

George R. Smith and Wife,

to

Trust deed.

D. C. Hudson, Trustee, for

Bank of Carthage.

This deed, made and entered into this fourth day of September Nineteen Hundred and Six, by and between George R. Smith and Beulah Smith, his wife, of the County of Jasper, State of Missouri parties of the First Part, D. C. Hudson, of the County of Jasper, State of Missouri party of the Second Part, and Bank of Carthage, a corporation of the County of Jasper, State of Missouri party of the Third Part:

Witnesseth, that the said party of the First Part, in consideration of the debt and trust hereinafter mentioned and created, and of 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 lying and being in the Indian Territory to wit:

The north half of the northeast quarter of the southwest quarter of section seven (7), township twenty-four (24), north of Range Thirteen (13) East of the Indian base and meridian according to the United States survey of the Cherokee Nation, Indian Territory. Also, the northwest quarter of the southeast quarter of the northwest quarter, and the southwest quarter of the northeast quarter of the northwest quarter of section sixteen (16), township twenty-four (24), north of Range sixteen (16) East of the Indian base and meridian according to the United States survey of the Cherokee Nation, Indian Territory. Also, the West half of the West half of the Southwest quarter of section ten (10), Township twenty-four (24) North, Range sixteen (16) East of the Indian base and Meridian, according to the United States survey of the Cherokee Nation, Indian Territory.

To have and to hold the same, with the appurtenances, to the party of the Second Part, and to his successors or assigns in this trust, and to him and his grantee and assigns, forever, in trust however, for the following purposes:

Whereas, George R. Smith and Beulah Smith, the said parties of the First Part, have this day made, executed and delivered to the said party of the Third Part, their Promissory Note of even date herewith, by which they promise to pay to said Bank of Carthage or order, for value received Five Hundred and no/100 Dollars, sixty days after date, with interest at eight per cent. per annum from maturity, and also to secure the payment of a certain promissory note dated August 1st, 1906, due thirty days after date, for the sum of twenty-five hundred and no/100 dollars, with interest at eight per cent. per annum from maturity, said note being signed by Geo. R. Smith and Mrs. Geo. R. Smith (Beulah Smith) by Geo. R. Smith.

Now, therefore, if the said parties of the First Part, or any one for them shall well and truly pay off and discharge the debt and interest expressed in the said Notes and every part thereof, when the same become due and payable according to the true tenor, date and effect of said Notes, then this deed shall be void, and the property hereinbefore conveyed shall be released at the cost of the said parties of the First Part; but should the said First Parties fail or refuse to pay the said debt, or the said interest, or any part thereof, when the same or any part thereof shall become due and payable according to the true tenor, date and effect of said Notes, then the whole shall become due and payable, and this deed shall remain in force; and the said party of the Second Part, in case of his absence, death, refusal to act, or disability in any wise, the Clerk acting United States Marshal for said District, at the request of the legal holder of the said Notes may proceed to sell the property hereinbefore described, or any part thereof, at public vendue, to the highest bidder, at front door of the building in the City of Claremore, D.S. in which the court is held for said District for cash, first giving thirty days public notice.