

the time, terms and place of sale, and of the property to be sold, by advertisement in some newspaper printed and published in the City of Claremore, D.C., and for said sale shall execute and deliver a deed in fee simple of the property sold to the purchaser or purchasers thereof, and receive the proceeds of said sale, and any statement of facts recited by the said trustee, in relation to the non-payment of the money secured to be paid, the advertisement, sale, receipt of the money, and the execution of the deed to the purchaser, shall be received as prima facie evidence of such fact; and each trustee shall out of the proceeds of said sale, pay, first, the costs and the expenses of executing this trust, including legal compensation to the trustee for his services; and next, 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 Trust Part, or their legal representatives.

And the said party of the Second Part covenants faithfully to perform and fulfill the Trust herein created, not being liable or responsible for any mischance occasioned by others.

In Witness Whereof, the said parties have hereunto set their hands this day and year first above written.

Signed and delivered in presence of us,

George R. Smith  
Beulah Smith

United States of America, State of Missouri, County of Jasper, ss.

Be It Remembered, that on this day came before me, the undersigned, a Notary Public, within and for the State of Missouri and County of Jasper of said, duly commissioned and acting as such, George R. Smith, to me personally well known as the person whose name appears in the within and foregoing deed of conveyance, as the party 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 the same day also voluntarily appeared before me, the said Beulah Smith, wife of said George R. Smith, to me well known to be the person whose name appears in the within and foregoing deed, and in the absence of her said husband, declared that she had of her own free will, executed said deed and signed and sealed the relinquishment of dower and homestead in the foregoing deed for the consideration and purposes therein contained and set forth, without compulsion or undue influence of her said husband.

Witness my hand and seal as such Notary Public, on this 4th day of September, 1906.

(Seal) Jasper County, Mo.

Edith Harber  
Notary Public.

My commission expires March 18, 1907.

Filed for Record Jan 12, 1907, at 6:00 a.m.

Olus Lorton

Deputy Clerk and Ex-officio Recorder.