

had executed the same, and relinquished her dower and all other right, title and interest in and to the lands and tenements therein mentioned, and expressly waived and released all her rights and advantages under and by virtue of <sup>the</sup> laws of said State of *Illinois* relating to the Exemption of Homesteads, all voluntarily and freely, and without the compulsion of her said husband, and that she does not wish to retract the same.

Given under my hand and -----seal, this ninth 9th, day of September, A. D., 1908.

John J. Mallon

(SEAL) Commission expires May 20th, 1911.

Filed for record Nov. 4, 1908, at 8 A. M.

H. C. Walkley, Register of Deeds (SEAL)

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COMPARED

DEED OF TRUST.

THIS DEED, made and entered into this 28th, day of October, Nineteen Hundred and Eight, by and between Theodore Erhart and Mary B. Erhart, his wife, of the County of Cole, State of Missouri, parties of the first part, Forrest G. Rains, of the County of Cole, State of Missouri party of the second part, and Mrs. L. Gray, of the County of Cole, 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 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 convey and confirm unto the said party of the second part, the following described real estate situate/ lying and being in the County of Tulsa, and State of Oklahoma, to wit:

Lots numbered Eight, Nine, Ten, Eleven and Twelve in Block numbered Twelve, in Fears Addition to the Town of Broken Arrow, according to the survey of the Arkansas Valley Townsite Co.

TO HAVE AND TO HOLD THE SAME, with the appurtenances, to the party of the second part, and ~~to~~ his successor or successors in this Trust, and to him and his grantees and assigns forever: In Trust, However, for the following purposes: Whereas Theodore Erhart and Mary B. Erhart, the 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 the said Mrs. L. Gray or order for value received Five Hundred and Fifty Dollars: with six per cent per annum, from the 2nd, day of Nov. 1908 until paid, note due one year after the 2nd, day of Nov. 1908.

Now, Therefore, if the <sup>said</sup> parties of the first part or any one of them shall well and truly pay off and discharge the debt and interest expressed in the said Note, and every part thereof when the same become due and payable according to the true tenor, date and effect of said note, 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 note the whole shall become due and payable, and this deed shall remain in force, and the said party of the second part, or in case of his absence, death, refusal to act, or disability in anywise, the (then) acting sheriff of Tulsa County Oklahoma, at the request of the legal holder of said note, may proceed to sell the property hereinbefore described, or any part thereof, at public vendue, to the highest bidder, at the front door of the County Court House in the City of Tulsa, County of Tulsa, State of Oklahoma, for cash, first giving thirty days public notice of the time, terms and place of sale, and property to be sold, by advertisement in some