

AMPAREL

All described with reference to the United States Government Plat and survey of said lands.

Together with all the hereditaments and appurtenances thereunto belonging, or in any wise pertaining.

To have and to hold the above described premises to and unto the said party of the second part, his heirs and successors, in this trust. Provided, always, and these presents are upon the express condition, that,

Whereas, A. Miller Hammett, one of the parties of the first part, has executed to the Liberty National Bank of Tulsa, Oklahoma, his certain promissory note, for the principal sum of twenty nine thousand, two hundred fifty and 00/100 (\$29,250.00) dollars, of even date herewith, being for a loan made to him on the day of the date hereof by the said Liberty National Bank, being for a term of four (4) months from this date, and bearing interest from date, at the rate of eight 8% per annum.

Now, therefore, in case of non-payment of any, or all of said sums, principal or interest, at the time and in the manner, or at the place, designated by said note, party of the second part shall be entitled to the immediate possession of said premises, and to institute action in his name, as Trustee, for the benefit of the owner and holder of said note, and to establish and foreclose the lien hereof, as provided by the laws of the State of Oklahoma, for the foreclosure of mortgages, for the payment and satisfaction of the debt evidenced by the note aforesaid.

It is expressly understood and agreed that the said W. L. Lewis, as Trustee, may, at anytime, release from the lien of this Trust Deed all of the property conveyed to him hereby, in trust, upon payment being made to him, for the benefit of the owner and holder of said note, of a sum or sums of money sufficient to satisfy the said note with the accrued interest thereon, or upon the delivery to him of the promissory note, secured by mortgage, on the property hereby conveyed, in trust, for the benefit of the owner and holder of the note secured hereby; and that the party of the second part may, at any time, or from time to time, release parcels of said land hereby conveyed, upon payment to him, for the benefit of the owner and holder of said note aforesaid, all sums of money to be applied in payment of said note, or upon delivery to him of promissory notes, secured by mortgages, on that part of the property at such time released. Provided, however, that no part of such property shall be released, unless the amount of the cash and notes paid and delivered to the party of the second part shall equal, in aggregate, a payment on said notes secured hereby, at the rate of fifteen hundred and 00/100 (\$1500.00) dollars per acre, for the parcel so released.

It is further agreed that the terms of this trust deed shall apply for the security, not only of the note hereinabove referred to, but any note given in renewal thereof.

Party of the second part, upon payments being made, shall forthwith make payment of the same to the owner and holder of said note.

In witness whereof, parties of the first part have hereunto set their hands the day and year first above written.

A. Miller Hammett,  
Adelaide E. Hammett, Parties of the first part.

State of Oklahoma )  
County of Tulsa ) SS

Before me, a Notary Public in and for said County and State, on this 19th day of May, 1923, personally appeared A. Miller Hammett and Adelaide E. Hammett his wife, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.