

thereunto belonging, and warrant the title to the same; the premises hereby conveyed containing forty acres according to the United States Survey.

TO HAVE AND TO HOLD said described premises unto the said grantee and his successors free, clear and discharged of and from all former grants, charges, taxes, judgments, and mortgages and other liens and incumbrances whatsoever.

Hereby releasing and waiving appraisement and all rights under and by virtue of the homestead exemption laws of the State of Oklahoma.

IN TRUST NEVERTHELESS for the purpose of securing the performance of the covenants and agreements herein.

WHEREAS the grantors Rufus Roberts and Edna Roberts, his wife, are justly indebted upon their principal promissory note, bearing even date herewith, payable to their own order and by them endorsed and delivered, for the sum of Eleven Hundred and No/100 Dollars, due and bearing interest as specified therein, and further evidenced by interest notes attached thereto; both principal and interest being payable at the bank of the PEARSONS TAFT COMPANY, in Chicago, Illinois and bearing interest after maturity at the rate of 10% per annum.

THE GRANTOR covenant and agree as follows:

FIRST: To pay said notes according to the tenor and effect thereof as herein and in said notes provided, or according to any agreement extending the time of payment, together with the reasonable charges of any attorney in whose hands any of said notes not so paid may be placed for collection without foreclosure.

SECOND: To pay before delinquency all taxes and assessments by or in the State of Oklahoma against said premises or against the interest of the grantee or his successors therein, or against this Trust Deed or the notes or indebtedness secured hereby, and on such payment to submit to the grantee or his successor receipts therefor.

THIRD: To commit or permit no waste upon said premises, and that no work which, in the opinion of the holder of said principal note, will materially depreciate his security shall ever be done upon said premises by anyone whomsoever.

FOURTH: To keep all buildings at any time on said premises insured for at least their fair value against loss by fire, lightning and tornadoes, in companies to be approved by the grantee or his successor, and apply all payments from such insurance upon said principal note, at the option of the holder thereof.

FIFTH: To pay all expenses and disbursements, (including a reasonable attorney's fee) occasioned by any suit or proceeding involving the premises hereby conveyed and wherein the grantee or his successor or the holder of said notes or any of them may be made a party.

SIXTH: That all of the covenants and agreements herein shall bind the heirs, executors, administrators and assigns of the parties hereto.

If said insurance is required and not provided, or if said taxes or assessments are not paid as above agreed, the holder of said principal note may procure such insurance or pay such taxes or assessments and all money so expended and all other disbursements or liabilities made or incurred under authority hereof, with interest from the date of payment at the rate of 10% per annum, shall be added to and made a part of the debt secured hereby.

In the event of the breach of any of the aforesaid covenants or agreements the whole indebtedness secured hereby shall become due and collectible forthwith, without notice, at the option of the holder of said principal note, anything herein or in said principal note to the contrary notwithstanding, and shall be recoverable by foreclosure hereof, and the grantee, or his successor, may, upon request of the legal holder of said principal note, bring such legal proceedings for the collection of the moneys hereby secured as may be necessary. All expenses and disbursements paid or incurred in that behalf in connection with such legal proceedings--