

492 East of the Indian Base and Meridian, together with all the improvements thereon and the appurtenances 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, except a Trust Deed for the sum of \$1100.00 between the parties hereto and of even date herewith.

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 Two Hundred Eighty-five and 02/100 Dollars, payable in installments as therein specified, each of said installments 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 note according to the tenor and effect thereof, together with the reasonable charges of any attorney in whose hands said note not so paid may be placed for collection without foreclosure and to pay the interest notes on the note secured by the prior Trust Deed above referred to according to the tenor and effect thereof.

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 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 note 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, or if the interest coupons or any of them on the indebtedness secured by the prior Trust Deed above referred to are not paid at maturity, the holder of the note hereby secured may procure such insurance or pay such taxes or assessments or interest coupons 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, and such foreclosure shall not be discontinued or dismissed, nor shall a release hereof be given until all such charges, expenses and disbursements shall have been paid. All right to the possession of and income from said premises pending such foreclosure is hereby waived, and it is agreed that a receiver