

of which is hereby acknowledged, do by these presents grant, bargain, and sell, convey and confirm unto the said party of the second part, the following described real estate situate in the city of Broken Arrow, and Territory of Indian Territory, to-wit: All of Lots Fifteen (15) and Sixteen (16) Block Fourteen (14) of the town of Broken Arrow, Indian Territory, and possession of said premises now deliver unto said party of the second part.

To have and to hold the same, With the appurtenances, to the said party of the second part, and to his successors hereinafter designated and to the assigns of him and his successors, forever.

IN TRUST HOWEVER, for the following purposes: Whereas D.J. Allen of Jackson County, Missouri the said party of the first part has this day made, executed and delivered to the said party of the third part his Promissory note of even date herewith, by which he promise to pay to the said G.P. Hackett or order, for value received two Hundred and fifty dollars (\$250.00) dollars due November 5th 1907, with interest from date to maturity at the rate of 6 per cent per annum payable annually as evidenced by his note of even date therewith payable at 1st National Bank, Kas. City, Mo. and bear interest from maturity until paid at the rate of 6 per cent per annum, payable annually.

AND WHEREAS, said party of the first part agrees with said party of the third part and his endorsees or assignees of said Promissory note, and each of them, to pay on demand all taxes and assessments, general and special, now existing against said land and improvements, and to pay, when due, or within the time required by law, all taxes and assessments, general or special ^{hereinafter} levied or charged thereon or therefor, and also to keep the improvements upon said land constantly and satisfactorily insured until said Note ^{be} paid, for the sum of at least (\$300.00) Three Hundred dollars, and the policy or policies thereof constantly assigned or pledged and delivered to -----

for further securing the payment of said Note, with power to demand, receive and collect any and all moneys becoming payable thereunder, and the same to apply toward the payment of said note, unless otherwise paid, and also keep said land and improvements thereon free from all statutory lien claims of every kind, and if any or either of said agreements be not performed as aforesaid, then said part-- of the third part, or said endorsees or assignees, or any of them, may pay such taxes and assessments, or any part thereof, and may effect such insurance for such purpose, paying the cost thereof and may also pay the final judgment for any statutory lien, including all costs, and for the repayment of all moneys paid in the premises, with interest thereon from the time of payment at the rate of -----per cent per annum, these presents shall be a security in like manner and with like effect as for the payment of said note.

Now if the said note and the interest thereon be paid when due and said agreements be faithfully performed as aforesaid then these presents, including the lease hereinafter set forth, shall be void, and the property hereinbefore conveyed shall be released at the cost of said