

No. 669.

P. D. 1906
P. L. 1906
P. L. 1906
C. L. 1906
C. D. 1906
C. I. 1906

W. H. Pound and Wife,

To

Trust Deed.

D. M. Martindale,
Trustee

This deed made and entered into this 20th day of August, A. D., 1906, by and between W. H. Pound and Mary E. Pound his wife both of Tulsa, D. T., parties of the first part and D. M. Martindale, Trustee, of Tulsa, D. T., party of the second part and William J. Mann, Guardian of Thomas and Hazel Mann of Muskogee, D. T. party of the third part;

Witnesseth: That the said parties of the first part in consideration of this debt and trust hereinafter created and the sum of One Dollar (\$1) to them in hand paid by the second party, the receipt of which is hereby acknowledged, do hereby these presents Grant Bargain and Sell unto the said second party, the following described Tract or parcel of land, lying and being situated in the City of Tulsa, Indian Territory to-wit: Lot six (6) Block Thirteen (13) in Hodges Addition to the town of Tulsa according to the recorded plat thereof.

To Have And To Hold the same, together with all the rights, privileges and appurtenances thereto belonging unto the said second party and unto his successors and assigns in this trust; and the said first parties hereby covenant with the said second party that they are lawfully seized in fee of said real estate; that the same is free from all incumbrance, and that they will warrant and defend the same to the said second party or his successors in said trust or his assigns against the lawful claims of all persons, and the said first parties hereby expressly release relinquish and convey to said second party all rights of homestead or dower in said premises in trust, however, for the following purposes:

This Deed of Trust is given to secure the payment of a debt evidenced by seven certain promissory notes of several dates hereunto, one of said notes being for the principal sum of Eight Hundred (\$800.00) Dollars, and due three years from date hereof (being the time loaned) and bearing interest at the rate of 5% per annum after due and six interest notes for the sum of Thirty-two Dollars each due in six, twelve, eighteen, twenty-four, thirty and thirty-six months from date respectively and bearing the rate of 8% per annum as interest after due.

The said parties of the first part hereby covenant and agree with the second and third parties, Trust: To pay all Taxes, assessments of every character which are now due, or which hereafter may become liens on said real estate, and to pay all taxes which may be assessed against the above described property and if not paid the said third party may pay such taxes, liens or assessments and be entitled to interest on the same at the rate of 8% per annum, and this deed of trust shall stand security for the amount paid and the said sum or sums so paid shall be immediately due and payable, the property herein described being hereby pledged to further secure such sums in accordance with the terms hereof.

Second - To keep all buildings and other improvements on said real estate in as good repair and condition as the same now are and shall permit no waste on the premises.

Third - To keep the buildings on said premises insured in some responsible company, the same to be effected by the said third party for the insurable value thereof with the regulation mortgagee's subrogation clause attached, making said insurance payable in case of loss to the said third party or his assigns, as their interest may appear and to deliver the policy and renewal therefor to the said third party. In case of failure so to do the holder of this deed of trust may effect such insurance and the amount so paid shall be collectable with the notes herein with interest at 8% per annum and the property herein described shall stand as security therefor.

Fourth - If the makers of said notes shall fail to pay either of the same when the same become due or in case said