

RECORDED

No. 1472

P. D. M.
P. L.
C. L.
C. D.
C. I.

L. W. Price,

do

J. M. Rodolf.

Deed of Trust.

This indenture made and entered into this 14th day of November, 1906, by and between L. W. Price of Tulsa, Indian Territory, party of the first part and J. M. Rodolf of Tulsa, Indian Territory party of the second part and Hermann Sanford Saddle Company of Springfield, Missouri party of the third part, Witnesseth:

That Whereas said party of the first part is indebted to the party of the third part in the sum of six hundred thirty-two dollars and forty-six cents (\$632.46), being for goods, wares and merchandise purchased by the party of the first part from the party of the third part during the year 1906 and prior thereto, the payment of which debt, the party of the first part is anxious to secure so far as possible.

Now therefore for the purpose of securing the payment of the said indebtedness and in the consideration of the sum of one dollar, moving from the party of the second part to the party of the first part, the receipt of which is hereby acknowledged, the party of the first part has this day bargained, granted, sold and conveyed unto the said party of the second part all of his stock of saddles, harnesses, leather goods of every nature and description, together with all fixtures of whatever kind, including show cases, desks, tables, and iron safe now in the store-room formerly owned by the party of the first part as a place of business in the city of Tulsa, Indian Territory, in the building known as the Ryman Building, together with lease hold rights to the said building, to have and to hold unto said party of the second part, his heirs, successors and assigns forever.

This conveyance however is on condition and for the purpose of paying the indebtedness aforesaid, and the said party of the second part upon the making of a bond in the sum of seven hundred and fifty dollars to the said party of the third part aforesaid, shall take immediate possession of the stock of goods aforesaid and make a true and perfect invoice of the same, and it is expressly understood and agreed that he may proceed to sell any or all of said goods aforesaid in the regular course of business for cash, or may sell them at public or private sale either at retail or in bulk, or in any other manner that in the judgment of the party of the second part and the party of the third part or its legal representatives may seem best, to the end that the greatest amount of money possible may be realized from said goods aforesaid. It is also expressly understood and agreed that the rights derived from the sale of said goods shall be paid to the said party of the third part, after first deducting therefrom necessary expenses incurred in carrying on the sale hereunder, clerk hire, and reasonable compensation to the party of the second part for his services as trustee, and after all of the above indebtedness shall have been paid in full together with the accrued interest thereon, then this conveyance to become null and void and all of the property or monies remaining in the hands of the party of the second part shall revert in the party of the first part, his heirs, executors administrators and assigns forever.

In Witness Whereof, I have hereunto set my hand on this 14th day of November, 1906.

L. W. Price

Seal

United States of America, Indian Territory, Western District, ss. Be it Remembered, on this 14th day of November, 1906, personally appeared before me a Notary Public in and for the above named Territory and District L. W. Price, to me well known as the person whose name is subscribed to the within foregoing conveyance and acknowledged that he subscribed and executed the same for the purposes and considerations therein mentioned and do hereby so certify.

In Witness Whereof, I have hereunto set my hand and affixed my seal as such Notary Public on this 14th day of November, 1906.

(Seal) Western District, Indian Territory.

C. W. Coggeshall,

Notary Public.

My Commission expires May 13-1907.

Filed for Record Nov. 14, 1906, at 2⁰⁰ P. M.,

Otha Lorton

Deputy Clerk & Ex-Officio Recorder.