

WITNESSETH: That in consideration of the debt and trust hereinafter mentioned, and created and of the sum of One Dollar in hand paid by the second party to the first party, the receipt of which is hereby acknowledged, the said First party does by these presents grant, bargain and sell, convey and confirm unto the said second party the following described property, subject to a first loan secured by mortgage or deed of trust, which has been placed in lieu of first mortgage maturing September 24, 1932, situate, lying and being in the County of Tulsa, State of Oklahoma, to-wit:

All of lot two (2) Block sixteen (16) Hillcrest addition to the City of Tulsa, according to the recorded plat and survey thereof, and further described as 608 South Yorktown, City of Tulsa.

TO HAVE AND TO HOLD THE SAME, with the appurtenances, unto the said second party and to the second party's successors or successors in this Trust, and to the assignees, of the second party or of the second party's successors or successors forever.

IN TRUST, HOWEVER, for the following purposes:

Whereas, the said Avanel Heater and Roy E. Heater have this day made, executed and delivered to the said third party their certain promissory note of even date herewith, hereinafter referred to as the evidence of indebtedness, thereby promising to pay to the order of the said Third party for value received the sum of Six hundred thirty two & 14/100 (\$632.14) dollars due and payable in seventeen equal monthly payments of thirty five (\$35.00) each and one payment of thirty seven dollars and fourteen cents, (\$37.14) with interest from date at the rate of 8% per cent per annum payable monthly.

And whereas, the said first party hereby agrees with the said third party and the third party's endorses or assigness of said evidence of indebtedness and with 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 against fire, lightning, windstorms and cyclones for a sum not less than the amount of the indebtedness hereby secured, provided the insurable value of said improvements shall be so much, otherwise for a sum not less than the insurable value of said improvements, until the whole of said indebtedness be paid, the policy or policies of such insurance to be constantly endorsed or assigned so as to protect the owners and holders of said evidence of indebtedness and make loss, if any payable to the second party as trustee herein or to the third party or to the third party's endorsees or assignees, as their interests may appear and in the manner prescribed by the third party or to the third party's endorsees or assigns for the purpose of further securing the payment of said indebtedness with power to demand, receive and collect any and all moneys becoming payable thereunder, and to apply the same toward the payment of said indebtedness and other sums hereby secured, unless otherwise paid, and also keep said lands 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 the said third party or third party's said endorsees or assigns, or any of them, may pay such taxes and assessments or any part thereof, and may effect such insurance for said purpose, paying the costs thereof, and may also pay the final judgement for any statutory lien, or for any other lien prior or superior to this deed of trust, 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 eight per cent per annum, these presents shall be a security in like manner and with like effect as for the payment of said indebtedness.