

in the County of Tulsa, and State of Oklahoma, to-wit:

14204
23 March 4
S.B.
The North Twenty Five (25) Feet of Lot Sixteen (16) and the South Twenty Five (25) Feet of Lot Seventeen (17) in Block One (1) of Lakeview Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof.

To have and to hold the same, with the appurtenances, to the said Trustee, party of the third part, and to his successor or successors in the Trust, and to him and his grantees and assigns, forever. IN TRUST NEVERTHELESS, to secure the balance of the purchase price of, the above described premises.

WHEREAS, Charles D. Smith and Edna Merrill Smith the said parties of the first part have this day made, executed and delivered to the said parties of the second part, one promissory note of even date herewith by which they promise to pay to the said Paul C. Meyer and Mary V. Meyer or order, for value received, Eighty Eight Hundred & No/100 Dollars.

Said first parties agree to pay for property described herein as follows:

To pay the sum of \$300.00 on April 1, 1924 and the sum of \$100.00 per month commencing the 1st. day of May 1924, and a like sum on the first day of each month thereafter until twelve such payments have been made. Out of such \$100.00 monthly payments shall first be credited the interest at the rate of 8% per annum on the entire deferred sum due and the balance of such payments shall be credited upon the principal. Commencing May 1, 1925, said first parties, will pay the sum of \$75.00 per month on principal, plus interest at the rate of 8% per annum on the entire deferred sum due from month to month. In addition to the above monthly payments first parties agree to pay the principal, sum of \$500.00 on October 1, 1924 and a like sum on April 1, 1925. Any amount remaining unpaid at the end of three years from April 1, 1924, shall then become due and payable. It is agreed that at the expiration of this note, for the unpaid balance, the second party agrees to take a first mortgage on said property the terms of which shall be interest semiannually at 8% per annum and not less than \$500.00 paid on principal every six months. At this time said second party agrees to convey title in and to the above described property by executing a General Warranty Deed.

NOW, THEREFORE, if the said parties of the first part, or any one for them shall well and truly pay off and discharge the principal and interest expressed in said note and every part thereof, when the same becomes due and payable according to the true tenor, date and effect of said note, then this deed shall be void, and the property hereinbefore conveyed shall be released at the cost of the said parties of the first part; but should the said first parties fail or refuse to pay the said debt, or the said interest, or any part thereof when the same or any part thereof shall become due and payable, according to the true tenor, date and effect of said note, then the whole shall become due and payable and this deed of trust shall remain in force; and the said party of the second part, or in case of his absence, death or refusal to act, or disability in anywise, then his successor in trust shall at the request of the legal holder of the said note may proceed to sell the property hereinbefore described or any part thereof, at public auction, to the highest bidder, on the premises, for cash, by giving not less than twenty two days public notice of the time, terms and place of sale, and the property to be sold, by