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DEED OF TRUST.

This deed of trust, made and entered into this 1st day of April, 1924, by and between Rolla M. Johnston, and Mary L. Johnston of the County of Tulsa, State of Oklahoma, parties of the first part, grantors, and P. M. Johnston, party of the second part, -party of the third part, trustee.

Witnesseth, that the said parties of the first part, in consideration of the debt and trust thereinafter mentioned and created and of the sum of one dollar, to them paid by the said party of the second part, the receipt of which is hereby acknowledged, do by these presents grant, bargain, and sell, convey and confirm unto the said Trustee, the following described real estate, situate, lying, and being in the county of Tulsa, and State of Oklahoma, to-wit:

Lot 21, block 1, in East Highland addition to the City of Tulsa

To have and to hold the same, with the appurtenances, to the said Trustee, party of the third part, and to his successors or successors in this Trust, and to him and his grantors and assigns, forever. In Trust nevertheless, to secure the balance of the purchase price of the above described premises.

Whereas, Rolla M. Johnston, the said party of the first part has this day made, executed and delivered to the said party of the second part, his promissory notes of even date herewith, by which he promise to pay to the said P. M. Johnston, or order, for value received, twenty eight hundred dollars.

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 the said note and every part thereof, when the same becomes due and payable according to the true tenor 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 to 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 successors in trust 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 advertisement in a legal newspaper printed and published in the County in which said property is located, and upon such sale shall execute and deliver a deed in fee simple of the property sold to the purchaser or purchasers thereof, and receive the proceeds of said sale, and any statement in facts of recital by said Trustee in relation to the non-payment of the money secured, to be paid, the advertisement, sale, receipt of money, and the execution of the deed to the purchaser, shall be received as prima facie evidence of such fact; and such Trustee shall out of the proceeds of said sale, pay, first, the cost and expense of executing this trust, including legal compensation to the Trustee for his services; and next he shall apply the proceeds remaining over the payment of said debts and interest, or so much thereof as remains unpaid, and the remainder if any, shall be paid to the said parties of the first part or his or their legal representatives.

And the said party of the second part covenants faithfully to perform and fulfill the trust therein created.