

TREASURER: 11-1-04

I hereby certify that I received \$172 and issued
 Receipt No. 10951 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 6 day of Aug. 1923

W. W. Stucky
 County Treasurer

Lot six (6) in Block two (2) of Booker Washington addition to the
 City of Tulsa, Tulsa County, 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 to this 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 Henry Nails the said party of the first part has this day made, executed
 and delivered to the said party of the second part 48 promissory notes of even date
 herewith, by which I promise to pay to the said Costas Argentos, or order, for value
 received nine hundred and fifty and no/100 dollars to be paid as follows: 47 notes of
 the tenor of \$20.00 each and one note of \$10.00, all of said notes are dated August
 4, 1923, and signed by Henry Nails and made due and payable each and every thirty days
 from date, the first note falling due on the 4th day of September, 1923, all notes
 made payable to Costas Argentos.

Now, therefore, if the said party of the first part, or any one for him 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, 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 party of the first part, but
 should the said first party 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 any-
 wise, then his successor 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 of facts or 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 party of the first part or his or -e-
 legal representative.

And the said party of the second part covenants faithfully to perform and fulfill
 the Trust herein created.

The said party of the first part hereby waives the benefit of the homestead and
 exemption laws of the State of Oklahoma, in so far as they effect the property herein
 referred to.

In witness whereof, the said parties have herunto set their hands and seals the