

untary act and deed for the uses and purposes therein set forth,

Witness my hand and official seal the day and year last above written.

(SEAL) E. L. Heath, Notary Public.

My commission expires May 31, 1926.

Filed for record in Tulsa County, Okla. on July 30, 1923 at 3:30 P.M. and duly recorded in book 467, By Brady Brown Deputy.

(SEAL) O.G. Weaver, County Clerk.

236908 - BH

COMPARED

DEED OF TRUST.

This deed of trust, made and entered into this 6th day of July, 1923, by and between E. E. McKitrick and Clestia Pearl McKitrick, (his wife) of the county of Tulsa State of Oklahoma, parties of the first part, grantors, and T. C. Rogers, party of the second part, and R. B. Downing, party of the third part, Trustee.

Witnesseth, that the said parties of the first part, in consideration of the debt and trust hereinafter 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 conform unto the said R. B. Downing, Trustee, the following described real estate, situate, lying and being in the county of Tulsa and State of Oklahoma, to-wit:

Lot eight (8) in block one (1) of North Moreland 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, in 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, E. E. McKitrick and Clestia Pearl McKitrick, his wife the said parties of the first part have this day made, executed and delivered to the said party of the second part, 24 promissory notes of even date herewith, by which they promise to pay to the said T. C. Rogers, or order, for value received, eleven hundred and no/100 dollars six notes of even date in an amount of \$20.00 each, with interest at the rate of 8% per annum, payable monthly in the entire unpaid balance, one note due and payable each and every month thereafter. Seventeen notes of even date in an amount of \$25.00 each with interest at the rate of 8% per annum, payable beginning seven months from date, with interest at the rate of 8% per annum, payable monthly on the entire unpaid balance. One note in the sum of \$555.00 with interest at the rate of 8% per annum, due and payable in 24 months from date.

Now, therefore, if the said part 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 become 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 or 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 notes may