

after date. All of said deferred payments to bear interest at the rate of 8% per cent per annum, payable monthly on deferred balance, from date ^{up} til paid.

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 notes and every part thereof, when the same becomes due and payable according to the true tenor, date and effect of said notes, 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 notes 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 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 parties of the first part, or their 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 waive 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 hereunto set their hands and seals the day and year first above written.

This deed of Trust accepted this 11th day of July, 1923.

R. C. Yaden, Trustee.

Paul Rubottom,
Glendora (Her X mark) Rubottom,

Witnesses to the mark of Glendora Rubottom,

Mrs. Cohn Sumner,
Chas. P. Yaden.

State of Oklahoma }
County of Tulsa } SS

Before me, a Notary Public, in and for said County and State, on this 11th day of July, 1923, personally appeared Paul Rubottom and Glendora Rubottom, his wife, to me personally known to be the identical person who executed the within and foregoing instrument by her mark in my presence and in the presence of Mrs. Cohn Sumner and Chas. P. Yaden as witnesses, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires Oct. 29, 1925.

(SEAL) Chas. P. Yaden, Notary Public.

Filed for record in Tulsa County, Okla. on Aug. 2, 1923, at 9:40 A.M. and duly recorded