

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:

COMPARED

Lot Nineteen (19) in Perryman Heights Addition to the city of Tulsa, County of Tulsa, State of 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 C. H. Dutsch and Mattie Dutsch the said parties of the first part have this day made, executed and devliered to the said part- of the second part 32 promissory notes of even date herewith, by which they promise to pay to the said F. F. Tryon or order, for value received, Two Thousand Five Hundred Fifty # (\$2,550.00) Dollars, One note of \$1,000.00 due on or before November 9th, 1926, bearing interest at 10% from date and payable each six months from date. Thirty One notes of \$50.00 each dated November 9th, 1923 payable monthly. The first being due on or before December 9th, 1923 and one on the 9th day of each succeeding month until all notes have been paid. Each note is to bear interest at eight (8)% from date and payable with that particular note. Priviledge of paying all or any part of these notes at maturity of any note is granted parties of first part.

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, 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 his or -- 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 affect 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.