

third part, and to his successors or successors in this trust and to him and his grantees and assigns, forever, in trust for the following consideration, whereas, Dunbar Company, has entered into a contract with the Board of Education of the City of Tulsa, State of Oklahoma, in the sum of Forty-five Thousand. (\$45,000) Dollars said contract being and guaranteeing the installation and the completion of plumbing and heating in Horace Mann School Building, and whereas parties of the first part have required the Southern Surety Company to qualify as surety on a bond for Dunbar Company, as principal, guaranteeing the faithful performance of the aforementioned contract and this deed of trust is executed by the parties of the first part to secure and save harmless the Southern Surety Company, as surety on said bond aforesaid.

NOW . THEREFORE, if the said Dunbar Company shall faithfully carry out the terms of said contract aforesaid for the installation of said plumbing and heating and pay all labor and material bills due on said contract and furnish to said party of the second part satisfactory evidence, in writing from the Board of Education of the City of Tulsa, that said contract has been completed and all labor and material bills due on said contract have been paid; but should the said Dunbar Company fail or refuse to comply with the terms of said contract, as required by the Board of Education of the City of Tulsa, or fail to pay any and all labor and material bills incurred on account of said contract and furnish satisfactory evidence in writing of the same then this deed of trust shall remain in force; and the party of the third part, or his successor in the trust, at the request of the Southern Surety Company, its successors or assigns may proceed to sell the property herein before described or any part hereof, 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 of 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 failure of Dunbar Company to comply with the terms of said contract hereinbefore described or the failure to pay any or all labor and material bills due on said contract, the advertisement, ^{sale, receipt} of money and the execution of the deed to the purchaser or purchasers shall be received as prima facie evidence of said fact, and such trustee shall, out of the proceeds of sale pay first the cost and expense of executing this trust, including legal compensation to the trustee for his service, next he shall apply the proceeds remaining to the payment of any obligations that the party of the second part, Southern Surety Company, may have to pay or have paid on account of the execution of said bond aforesaid as surety and the remainder if any shall be paid to the parties of the first part, or his or their legal representatives

And the party of the third part covenants faithfully to fulfill the trust herein created.

The said parties of the first part hereby waive the benefit of 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 15th day of August, 1924 .

Roswell W. Wells Trustee.

Ralph Dunbar

STATE OF OKLAHOMA)
* SS
COUNTY OF TULSA)

Pauline Dunbar.

Before me, a Notary Public, in and for said County and State, on this 13th day of August, 1924, personally appeared Ralph Dunbar and Pauline Dunbar to me personally known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and