

260310 C.J.

COMPARED

DEED OF TRUST
(Session Acts of 1923)

THIS DEED OF TRUST, Made and entered into this 10th day of June 1924 by and between Fortner D. Bell and Tennie Bell, his wife of the County of Tulsa, State of Oklahoma parties of the first part, Grantors, and S. M. Bell party of the second part, and F. O. Cavitt party of the third part, Trustees.

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 Confirm unto the said F. O. Cavitt Trustee, the following described Real Estate, situate, lying and being in the County of Tulsa and State of Oklahoma,
to-wit:

Lot Five (5) in Block Two (2) of the Bellgrade Addition to the City of Tulsa, 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 Fortner D. Bell and Tennie Bell, his wife the said parties of the first part have this day made, executed and delivered to the said party of the second part 36 Promissory note of even date herewith, by which they promise to pay to the said S. M. Bell or order, for value received, One Thousand DOLLARS

Said series of notes consists of 35 notes of \$15.00 each, one of which falls due on the 10th of each and every month hereafter until all are paid, also one note of \$475.00, due 36 months after date; all of said notes are dated June 10th 1924, bearing interest at the rate of 8% per annum from date, payable Semi-Annually.

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 note THEN THIS DEED SHALL BE VOID, and the property hereinbefore conveyed shall be released at the cost of the said part---- 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