

15365 490

260750 C. J.

DEED OF TRUST
(Session Acts of 1923)

THIS DEED OF TRUST, Made and entered into this 16th day of June 1924 by and between W. R. Lentz and Mildred L. Lentz, his wife of the County of Tulsa, State of Oklahoma, parties of the first part, Grantors, and Charles E. Dent party of the second part, and Evangeline Dent 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 part---- of the second part, the receipt of which is hereby acknowledged, do by these present, Grant, Bargain and Sell, Convey and Confirm unto the said Evangeline Dent Trustee, the following described Real Estate, situate, lying and being in the County of Tulsa and State of Oklahoma, to-wit:

Lot Five (5) Block Three (3) Hillcrest Addition to the City of Tulsa
Oklahoma.

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 W. R. Lentz and Mildred L. Lentz the said parties of the first part have this day made, executed and delivered to the said party of the second part their promissory note of even date herewith, by which they promise to pay to the said Charles E. Dent or order, for value received, Forty-nine Hundred and no/100 DOLLARS

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 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 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 their legal representative.

And the said party of the second part covenants faithfully to perform and fulfill the trust herein created.

The said parties of the first part hereby waive the benefit of the homestead