

TO HAVE AND TO HOLD the same with the appurtenances, to 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 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 requested 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, then this deed shall be void and the property hereinbefore conveyed shall be released at the cost of the said party of the first part; 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 hereinbefore 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 publishes 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 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 said sale pay, first, the cost and expense of executing this trust, including legal compensation to the trustee for his services. 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 said 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 7th day of August, 1924.

S. E. Dunbar

Carolyn Dunbar

R. W. Wells, Trustee.