

State, on this 26th day of August, 1924, personally appeared Emily M. Hardy and Dana F. Hardy, her husband, 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 purposes therein set forth.

Witness my signature and official seal, the day and year last above written.

(SEAL) M. Branson, Notary Public.

My commission expires Feb. 11th, 1928.

Filed for record in Tulsa Co. Okla. on Aug. 26, 1924, at 1:10 P.M. recorded in book 491, page 414, Brady Brown, Deputy.

(SEAL) O G. Weaver, County Clerk.

266058 - BH

DEED OF TRUST.

This deed of Trust, made and entered into this 21st day of August, 1924, by and between C. M. Tudor and Addie Tudor, his wife, of the County of Tulsa, State of Oklahoma, parties of the first part, grantor, and E. M. Bell, party of the second part, and F. O. Cavitt, 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 party of the second part, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell ^{convey} and confirm to 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 four (4) in block one (1) 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 successors 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. M. Tudor and Addie Tudor, 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 notes of even date herewith, by which they promise to pay to the said E. M. Bell or order, for value received, eleven hundred forty-four & 98/100 dollars (\$1144.98) thirty five of said notes are for \$20.00 each, one of which falls due on the 21st day of each and every month hereafter until all are paid and one note of \$444.98 due in thirty six months.

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 successors in trust, at the request of the legal holder of the said notes 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