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TREASURER'S ENDORSEMENT  
I hereby certify that I received \$ 11.62 and issued  
Receipt No. 16730 therefor in payment of mortgage  
tax on the within mortgage.  
Dated this 30 day of Sep 1924  
W. W. Slocum, County Treasurer  
S. B. Deputy

268366 - BH

DEED OF TRUST.

This deed of trust, made and entered into this 28th day of August, 1924, by and between, W.W. Whitney and Alice Whitney, his wife, of the County of Tulsa, State of Oklahoma, parties of the first part, grantor, and S. 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, ad 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 fifty eight (58) block three (3) of the Brookdale addition to the City of Tulsa, according to therecorded 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 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. W. Whitney, and Alice Whitney, the said parties of the first part have this day made executed and delivered to the said party of the second part 30 promissory notes of even date herewith, by which they promise to pay to the said S. M. Bell, or order, for value received, four hundred fifty and no/100 dollars. Said notes are for \$15.00 each, one of which falls due on the 28th day of each and every month hereafter, until all are paid, bearing interest at the rate of 8% per cent per annum, payable semi-annually.

Now, therefore, if the said party 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 party 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 of act, or disability in anywise, then this successor 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 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, the shall apply the proceeds remaining over the payment of said debts and interest, or so much thereof as remains unpaid,

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RECORDED BY  
S. M. J. M.