

15959

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July 4

Lot Four (4) 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 E. R. Day and Martha Francis Day, 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 S. M. Bell or order, for value received, One Thousand DOLLARS

Thirty Five of said notes are for \$20.00 each payable monthly hereafter until all are paid, also one note for \$300.00 due Thirty six months after date, all bearing interest on 8% per annum

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 successor in trust shall 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 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 representatives.

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 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 28th day of July 1924.

F. O. Cavitt Trustee

E. R. Day

Martha Francis Day