

in said County and State the day and year last above written.

My commission expires Feb. 6, 1926. (Seal)

Joe W. McKee, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, April 25, 1925, at 10:00 o'clock A.M. and recorded in Book 493, Page 436.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.

285590 C.M.J.

DEED OF TRUST.

TREASURER'S RECEIPT

This is to certify that \$2<sup>22</sup> has been received and Receipt No. 19881 issued therefor in Payment of Mortgage Tax on the within Mortgage.

Dated this 28 day of April 1925

W. W. Stuckey, County Treasurer *Wm*

THIS DEED OF TRUST, Made and entered into this

21st day of April 1925 by and between John

B. Cluck, and Edna Cluck, his wife of the

County of Tulsa, State of Oklahoma, parties

of the first part, Grantors and Allie Garris/  
Party of the Second Part,

and G. W. Garris 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 her paid by the said parties of the second part, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, and Sell, Convey and Confirm unto the said G. W. Garris Trustee, the following described Real Estate, situate, lying and being in the County of Tulsa and State of Oklahoma, to-wit:

Lot Numbered Three (3) in Block Numbered Sixteen (16) in Owen Park Addition to the city of Tulsa, Tulsa County, Oklahoma, according to the official 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 John B. Cluck and Edna Cluck, his wife the said parties of the first part have this day made, executed and delivered to the said party of the second part one promissory note of even date herewith, by which they promise to pay to the said Allie Garris or order, for value received, Twenty-three Hundred (\$2300.00) Dollars payable in monthly installments of Thirty-six Dollars including interest at the rate of eight per cent per annum, and due on or before the first day of June, 1925, and the first day of each succeeding month thereafter until fully paid.

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