499

that we have a good right to sell and convey the same, that the same is unencumbered, except by a Trust Deed executed by us to the said J. B. Bell, TRustee, on September 30, 1924, to secure an indebtedness of \$20,000.00 therein mentioned and set out, which Deed of Trust is of record in Book ---- Page ---, of the County Court Clerk's office of said Tulsa County, Oklahoma. We further covenant that we will forever warrant and defend the title to said property to the said J. B. Bell, Trustee or his successors in trust against the lawful claims of all persons whomsoever.

BUT this conveyance is made in trust for the aforesaid purpose of further securing and making certain the payment of said Trust Deed indebtedness.

NOW, if we shall pay the balance or remaining sums of said Trust Deed indebtedness when due, according to the terms and tenor of the notes thereir mentioned and described, then this instrument is to be of no further force or effect. But if we shall fail to so pay said indebtedness, or any vart of the same, according to the terms above expressed, then upon such default, this conveyance is to be and remain in full forde and effect, and the said Trustee or his successors in trust, is hereby authorized and empowered upon giving 30 days notice, by weekly publication in some one newspaper published in said Tulsa County, Oklahoma, to sell said property at the Courthouse Door in said County, to the highest bidder for cash and free from the equity of redemption, homestead, dower and all other exemptions of every kind, which are hereby expressly waived, and the said Trustee or his successors in trust, is authorized to make and execute a deed to the ourchaser. The creditor may bid at any sale under this conveyance. And we agree that the Trustee may, at any tire after default in payment of principal or interest of the notes consituting the remainder or balance of said debt, as the same fall due, enter and take possession of said property and shall only account for net rent received by him.

And we agree to keep the buildings on said property insured in some reliable fire and tornado insurance company for the sum of \$----until the sum herein and hereby secured is fully paid, and to have the loss made payable in the policy or policies to the said Trustee, for the benefit of the owners and holders of the debt secured in said Deed of Trust of May 17, 1922. We agree to keep the improvements on the property herein conveyed in good repair, and to pay all taxes and assessments when due; and in case we fail to do either, then said Trustee, or the creditor secured in said former deed of trust, may do either, and charge the amount so expended as a part of the debt horein secured.

In case of sale under this Deed of Trust, the proceeds will be applied by the Trustee, as follows:

First, to pay all the costs for the execution of this Trust, including attorney fee and expense of any litigations that may arrise on account thereof.

Second, to pay the balance of said debt secured by said Trust Deed of May 17, 1922, then remaining unpaid.

Third, the residue to be paid to R. F. Long, Trustee of E. B. Long or In Testimony Whercoff we have hereunto signed our names on this the 1st day of October, 1924. R. Forrest Long, Trustee, for E. B. Long.

Mattie B. Long. R. Forrest Long. Mary Lou Anderson (). Holmes Anderson.

Julia C. Long. Beulah L. Millard.

W. J. Millard Jr.

Before me R. P. Buckley, a Notary Public in and for said County and State, on this the 1st day of October, 1924, personally appeared R. Forest Long, Trustee R. Forest Long, individually, and wife Mattie B. Long, Mary Lou Anderson and husband J. Holmes

STATE OF MEINESSIE.

ROBERTSON COUNTY.

ss.