

annum, interest computed and payable monthly on all deferred payments.

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 shall 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 shall execute and deliver a deed in fee simple of the property sold to the purchaser or purchasers thereof, and receive the proceeds of 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 benefits of the homestead and exemption laws of the State of Oklahoma, in so far as they affect 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.

Charles R. Messer,
Juanita Messer.

(Seal)
(Seal)
(Seal)

This deed of Trust accepted Harry Heilbron, Trustee.
this Oct. 24, day of 29, 1924.

Harry Heilbron, Trustee.

State of Oklahoma)
County of Tulsa) SS
Before me, a Notary Public in and for said County and State, on this 29th day of October, 1924, personally appeared Charles R. Messer and Juanita Messer, his wife, 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 hand and official seal the day and year last above written.

My commission expires Mar. 4, 1928. (SEAL) Harold J. Sullivan, Notary Public.

Filed for record in Tulsa Co., Okla. on Oct. 31, 1924. at 3:25 P.M. recorded in book 497, page 258, Brady Brown, Deputy.

(SEAL) O. G. Weaver, County Clerk.