

269682 C.J.

DEED OF TRUST

THIS DEED OF TRUST, Made and entered into this 13th day of October, 1924, by and between Kate Yeager Tuttle, a widow, of Tulsa, County of Tulsa, State of Oklahoma, party of the first part, grantor, and Southern Surety Company of Iowa, party of the second part, and Roswell W. Wells, party of the third part, Trustee;

WITNESSETH, That the said party of the first part, in consideration of the debt and obligation and trust hereinafter mentioned and created and of the sum of One Dollar to her paid by the said party of the second part, the receipt of which is hereby acknowledged, does by these presents grant, bargain and sell, convey and confirm unto the said Roswell W. Wells, Trustee, the following described real estate, situate, lying and being in the County of Tulsa, State of Oklahoma, to-wit:

East eighty-four (84) feet and the north sixteen (16) feet of the west forty (40) feet of Lot Five (5), block three (3), Yeager Addition to the City of Tulsa, State of Oklahoma.

TO HAVE AND TO HOLD the same with the appurtenances, to 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 for the following consideration, whereas, the Southern Surety Company, at the request of the party of the first part has qualified as surety on a bail bond in the United States District Court for the Eastern District of Oklahoma in the case of United States of America against Allie E. Lewis, Criminal No. 8622, and has also at the request of the party of the first part qualified as surety on a bail bond wherein William Loyd Lewis is principal and the Southern Surety Company is surety in the case filed in the United States District Court for the Eastern District of Oklahoma, same being styled; The United States of America vs. William Loyd Lewis, Criminal No. 8622.

NOW, THEREFORE, if the said William Loyd Lewis and Allie E. Lewis shall faithfully carry out the terms of said bail bond and save and protect harmless the Southern Surety Company as surety from all loss of any nature whatsoever on account of its qualifying as surety on said bonds, then this deed of trust shall be released by the Southern Surety Company at the expense of the party of the first part; but if the said Allie E. Lewis as principal and William Loyd Lewis as principal shall fail to save harmless the Southern Surety Company as surety on said bond aforesaid, then this deed of trust shall remain in force; and the party of the third part, or his successor in the trust, at the request of the Southern Surety Company, its successors or assigns may proceed to sell the property hereinbefore described or any part hereof, 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 failure of Kate Yeager Tuttle to comply with the terms of said contract hereinbefore described, the advertisement, sale, receipt of money and the execution of the deed to the purchaser or purchasers shall be received as prima facie evidence of said 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; next, he shall apply the proceeds remaining to the payment of any obligation that the party of the second part, Southern Surety Company, may have to pay or have paid on account of the execution of said bond aforesaid, as surety, and the re-

-498

COMPARED BY