

493 271269 C.J.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$1,950 and issued  
 Receipt No. 17247 for the payment of mortgage  
 taxes on the above described premises.

Witness my hand and the seal of the County Treasurer  
 at Tulsa, Oklahoma, this 6th day of November 1924.  
 W. W. [Signature], County Treasurer  
 Deputy

DEED OF TRUST  
( Session Acts of 1923)

THIS DEED OF TRUST, Made and entered into this 5th day  
 of November 1924 by and between Roy Bolton and Dacie  
 Bolton, husband and wife of the county of Tulsa State of  
 Oklahoma, part--- of the FIRST PART, Grantor and Elton  
 Everett party of the second part, Trustee and Henry A.  
 RoBards and K. E. Jennings party of the third part;

WITNESSETH, That the said parties of the first part, in consideration of the debt  
 and trust hereinafter mentioned and created and other valuable considerations, the receipt of  
 all of which are hereby acknowledged, do by these presents grant, bargain, and sell, convey  
 and confirm unto the said Elton Everett Trustee, the following described Real Estate, situated,  
 lying and being in the County of Tulsa and State of Oklahoma, to-wit:

Lot Twenty (20) in Block One (1) in the Jennings-RoBards Addition  
 to the city of Tulsa, Oklahoma; according to the recorded plat thereof  
 as filed for record.

TO HAVE AND TO HOLD the same, with the appurtenances, unto the said Trustee, party of the  
 second part, and unto 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, evidenced by the following note;

WHEREAS Roy Bolton and Dacie Bolton

THE SAID PARTIES of the first part have this day made, executed and delivered to the said  
 parties of the third part a promissory note of even date herewith by which they promise to pay  
 to the said parties of the third part or order, for value received, Nineteen Hundred Fifty  
 (\$1,950.00) DOLLARS, in monthly installments of \$24.45 each with interest at Four (4%) per  
 annum, payable monthly and attorneys fees as therein provided.

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 by said Trustee at the cost of said parties of the first part;  
 but should the 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 any wise, then his successor  
 in trust who shall be appointed by the court having jurisdiction at the request of the legal  
 holder of the said note, shall proceed to at once as provided by law, to sell the property  
 hereinbefore described or any part thereof, at public auction, to the highest bidder 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 as provided by law in a 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, re-  
 ceipt 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 the compensation provided by  
 law to the trustee for his services; and next he shall apply the proceeds remaining over to