

271382-QW.

DEED OF TRUST  
(Session Acts of 1923)

THIS DEED OF TRUST, Made and entered into this the 6th day of November, 1924 by and between A. B. Tanco and Joy Tanco, husband and wife, of the County of Tulsa, State of Oklahoma, parties of THE FIRST PART, Grantor and Elton Everett party of the second part, Trustee and L. E. Jennings and Henry A. Robards 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, situate, lying and being in the County of Tulsa and State of Oklahoma, to-wit:

Lot Nineteen (19) 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 successors 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 A. B. Tanco and Joy Tanco THE SAID PARTIES of the first part have this day made executed and delivered to the said parties of the first 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, Sixteen Hundred Fifty (\$1,650.00) Dollars, in 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 notes 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, who shall be appointed by the court having jurisdiction at the request of the legal holder of the said note, shall proceed 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, 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 the compensation provided by law to the trustee for his services; and next he shall apply the proceeds remaining over to 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 her legal representative and the party of the third part may, if the highest bidder, pur-

COMPARED BY  
PS and Jm