

COMPARED

DEED OF TRUST.

THIS DEED, Made and entered into this 26th, day of April Nine Hundred and Nine, by and between John M. Reed and Veda Reed, his wife, of the County of Tulsa, State of Oklahoma, parties of the first part, C. W. Deming, of the County of Tulsa, State of Oklahoma, party of the second part and Floyd W. Corlett, of the County of Tulsa, State of Oklahoma, 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 of the sum of One Dollar to them paid by the said party of the Second part, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain and Sell, Convey and Confirm unto the said party of the second part, the following described real estate situate, lying and being within the City of Tulsa, County of Tulsa and State of Oklahoma, to-wit:

All of North Half of Lot Four (4) Block Twelve (12) Lindsey Second Addition to the City of Tulsa, Okla., as shown by recorded plat. Said North Half of lot being 63 feet front by 140 feet deep.

TO HAVE AND TO HOLD THE SAME with the appurtenances, to the party of the second part, and to his successor or successors in this Trust, and to him and his grantees and assigns forever IN TRUST HOWEVER, for the following purposes:

(indebtedness) WHEREAS, John M. Reed and Veda Reed, his wife, the parties of the first part have this day made, executed and delivered to the said party of the Third Part their Promissory Notes of even date herewith, by which they promise to pay to the said Floyd W. Corlett, or order, for value received One Hundred (\$100.00) XX/100 Dollars.

Said debt being evidenced by four negotiable notes of Twenty Five Dollars each, bearing eight per cent interest from date, and payable in four monthly payments. First note due and payable on May 10th, 1909, and One on the 10th, of each month thereafter until all are paid.

It is understood between the parties hereto that this Trust Deed is given subject to one for the sum of Five Hundred Dollars in favor of the Aetna Building & Loan Association of Topoka, Kansas.

(purchase money) And Whereas, said Note are for purchase money of said premises, by conveyance of even date herewith, and part of the same transaction, and the vendors lien therefor is expressly retained. Except as above stated.

NOW, THEREFORE, If the said Parties of the First Part, or any one for them, shall well and truly pay off and discharge the debt and interest expressed in the said Notes, and every part thereof, when the same become due and payable, according to the true tenor, date and effect of said notes, 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 first parties fail or refuse to pay the said notes, 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, or allow any taxes to mature unpaid, or mechanic's lien to be filed on said premises, then all said notes shall become due and payable for all purposes and payable, pro rata, and this deed shall remain in force; and the said party of the second part, or in case of his absence, death, refusal to act or disability in anywise, the (then) acting Sheriff of Tulsa, County, Oklahoma, at the request of the legal holder of said Notes may proceed to sell the property hereinbefore described, or any part thereof, at public vendue to the highest bidder, at the Court House Door in the City of Tulsa, Tulsa County, Oklahoma, for cash, first giving thirty days Public Notice of the times, terms and place of sale, and of the property to be sold, by advertising in some newspaper printed and published in said City of Tulsa,, and upon such sale shall execute and deliver a Deed in Fee Simple