

TO HAVE AND TO HOLD the herein described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Claude V. Birkhead Trustee to his successors or substitute in this trust, and to his and their assigns forever.

And we do hereby bind ourselves our heirs, executors, and administrators to warrant and forever defend, all and singular, the said premises unto the said Claude V. Birkhead Trustee, to his successor or substitute and to his and their assigns forever, against any person whomsoever lawfully claiming or to claim the same or any part thereof; In Trust, however, for the following purposes and upon the following conditions, viz/

If the said W.R. Ridgeway & John Hamlyn shall well and truly pay off and discharge, at the maturity thereof, according to the tenor and effect thereof one promissory note made by W.R. Ridgeway and John Hamlyn payable to the order of Brownlee-wood Auto Company and described as follows

For the principal sum of One Thousand Dollars, due thirty days after date, providing for interest at eight per cent per annum from date, and stipulating for attorneys fees in case of default, and retaining a second mortgage on the property herein conveyed.

-----with interest thereon from-----until paid, at the rate of 8 per cent per annum, said interest payable-----as it accrues, at the office of-----then this conveyance shall become null and void and these presents shall be released in due form at grantors expense.

And we further covenant and agree with said Claude V. Birkhead, Trustee that we will at all times during the continuance of this trust, and as long as said note or any part of them remain unpaid, keep the buildings and improvements on the above described premises insured against loss by fire in some solvent insurance company, to the extent insurance can be obtained thereon, and will transfer the same or an amount thereof, equal to the amount due on said notes, and deliver the policies to said Claude V. Birkhead Trustee, with loss, if any, payable to said Trustee, as his interest may appear. And if we fail to so keep said property insured and transfer the same as above, then we hereby authorize said Trustee to have the same so insured, with loss so payable to him, and agree that the premiums paid therefor shall be treated as expenses and costs of executing this trust.

But in case of default or failure to observe and keep any of the covenants hereof by the grantors herein, then and in that event the said trustee, is hereby authorized and empowered, and it shall be his special duty, at the request of the payee or any holder of any of the above described notes, to sell the above described property to the highest bidder for cash, at the court house door of the county in which said property, or any part thereof, is situated, at public outcry between the hours of ten o'clock A.M. and four o'clock P.M. on the first Tuesday in any month after having given notice of such sale by posting up written or printed notices at three public places in said County of Tulsa and State of Oklahoma, one of which notices shall be at the court house door of said County of Tulsa, State of Oklahoma and all of which said notices shall have been posted for at least twenty days successively next before the day of sale-----