

terms, and place of sale, and the property to be sold, by advertisement in some newspaper printed and published in said County and State, and upon such sale shall execute and deliver a deed of conveyance of the property sold to the purchasers thereof and any statement or recital of facts in such deed, in relation to the non-payment of the money hereby secured to be paid, existence of the indebtedness so secured, notice by advertisement, sale, receipt of the money, and the happening of any of the aforesaid events whereby the substitute may become successor as herein provided, shall become prima facie evidence of the truth of such statement or recital and the said trustee shall receive the proceeds of said sale, out of which he shall pay first, the cost and expense of executing this trust, including compensation to the trustee for his services and an attorney's fees of twenty-five dollars which shall be payable upon the institution of any proceedings to foreclose this Deed by trustee's sale; and next to third party all moneys paid for insurance or taxes, and judgments upon statutory lien claims and interest thereon, as herein before provided, for and next, all of said note then due and unpaid; and next, the principal of such of said notes as are not then due when payment thereof shall be demanded with interest up to the time of such payment and, if not enough therefor, then apply what remains; and the balance of such proceeds, if any, shall be paid to the said parties of the first part or their legal representatives and in case of the foreclosure of this trust by suit, it is agreed that an attorney's fee of ten per cent, upon the amount found due shall be included in the judgment and decree of foreclosure.

And the said party of the second part covenants faithfully to perform the trust herein created. Parties of the first part, for said consideration do hereby expressly appraise and appraise of said real estate and all benefits of the homestead and stay laws of Oklahoma.

And the said party of the second part hereby lets said premises to said parties of the first part, until a sale be had under the foregoing provisions therefor, upon the following terms; as conditions therefor to-wit:

The said parties of the first part, and every and all persons claiming or possessing such premises and any part thereof, by, through or under them shall or will pay rent therefor during said terms, at the rate of one cent per month, payable monthly, upon demand, and shall and will surrender peaceable possession of said premises and any and every part thereof, sold under said provisions to said party of the second part, his successors, assignees, or purchaser thereof under such sale, within ten days after making such sale, and without notice or demand therefor.

IN WITNESS WHEREOF the said parties have hereunto set their hands and seals the day and year first above written.

G.Z. Jenkins.

Rose Jenkins.

State of Oklahoma,)
County of Tulsa,)

Before me, a Notary Public in and for the above named County and State, on this 17th day of January 1923; personally appeared G.Z. Jenkins and Rose Jenkins, his wife to me personally known to be the identical persons who executed the within and foregoing instrument and acknowledged