48

State of Oklahoma) County of Tulsa ) Before me, a Notery Public, in and for the above named county and state on this 25th depf November, 1923, personally appeared form E. Jone and C. Pollin Jones, her husband, to me personally known to be the identical persons who executed the within and foregoing thatrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes that in set forth. Notery filling signature and official seal the day and yearlast above written.

474

COMPARING

all the powers, duties and obligations thereof) may proceed to sell the property hereinbebefore described, and any and every part thereof at public vendue, to the highest bidder, st the frant door of the Circuit Court House of seid County of Tulsa, in/the City of Tulsa, for cash, first giving twenty days' public notice of the time, terms and place of sale, and the property to be sold, by edvertisement in some newspaper printed and published in seid 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 of rental of facts in such dead, in relation to the non-payment of the money's hereby secured to be paid, existence of the indebtodness so secured, notice by advertisement, sale, receift of the money, and the happening of any of the aforesid events whereby the substitute may become successor as herein provided, shall become prima facie evidence of the truth if 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 fee 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 julgements upon statutory lien claims, and interest thereomas herein before provided for; adjext, all of said note, then due and unpaid, and mext, the principal of such or said notes are are not then due when payment thereof shall be demended 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 judgement and decree of foreclosure.

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

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

The said parties of the first part and every and all persons claiming or possessing such premises and any part thereof, by, though or under them shall or will pay rent therefor during said term, at the rate of one cent per month, payable monthly, upon demand, and shall and will surrender peacable 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 purchasers thereof under such sale, within ten days after making such sale, and without notice or demand therefor.

In witness whereof, the seid parties have hereunto set their hands and seals the day and year first above written.

Executed in the presence of

Sars E. Jones. C. Rollin Jones.

Filed for record in Tulsa County, Oda. on Nov. 25, 1923, at 3:15 P.M. recorded in book 474, page 479. Brady Brown, Deputy,

(SEAD) O.G. Weaver, County Clerk.

245402 - BH

ASSIGNMENTOF OID AND GAS LEASE.
Know all men by these presents: That W. R. Miller on this 20thbday of July, 1923, for and