

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.

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 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, through 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 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.

M. E. Barnes

Murtle O. Barnes

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 October, 1923, personally appeared M. E. Barnes and Myrtle O. Barnes, his wife, to me personally known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my signature and official seal, the day and year last above written.

My commission expires March 31, 1926 (SEAL) Iva Latta, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Oct 17, 1923 at 10:31 o'clock A. M. in Book 475, page 514

By Brady Brown, Deputy (SEAL) O. G. Weaver, County Clerk

242319 C.J.

A F F I D A V I T

STATE OF OKLAHOMA )  
TULSA COUNTY ) SS;

COMPARED

I, H. R. Stuart, of lawful age, a resident of Tulsa, Tulsa County, Oklahoma, being first duly sworn, deposes and says

That Charles W. Randall and Mabel Newman Randall of Tulsa, Tulsa County, Oklahoma, grantees in a Warranty Deed dated February 1st, 1919, given by Homer A. Orcutt and Pauline Dean Orcutt, his wife, covering

Lot Fifteen (15) in Block Thirteen (13) in Orcutt Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof,

are the same persons as C. W. Randall and Mable Randall, who signed a \$2500 mortgage to the Home Savings & Loan Association, dated September 15th, 1923, affecting the above described property, and that C. W. Randall and Mable Randall are the owners in fee of this property, above described.

Further affiant saith not.

H. R. Stuart Affiant