

not enough therefor, then apply what remains and the balance of such proceeds, if any, shall be paid to the paid parties of the first part of 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 waive appraisal 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 said premises to said party to the said party 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 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 this day and year first above written,

Executed in the presence of:

S. M. Bell,
Jesse L. Bell.

State of Oklahoma)

County of Tulsa) SS
Before me, a Notary Public, in and for the above named county and State, on this 7th day of January, 1924, personally appeared S. M. Bell and Jesse L. Bell, his wife, to a 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 hand and official seal, the day and year last above written.

(SEAL) Iva Latta, Notary Public.

My commission expires March 31, 1926.

Filed for record in Tulsa County, Okla. on Jan. 7, 1923, at 3:55 P.M. recorded in book 481, page 255, Brady Brown, Deputy.

(SEAL) O. C. Weaver, County Clerk.

248472 - BH

COMPARE

ORDER CONFIRMING SALE OF REAL ESTATE.

State of Oklahoma)

Tulsa County) SS
In the matter of the estate of W. A. Greenwood, deceased.

Now, on this 4th day of January, 1924, there coming on for hearing the return of sale made by Exchange Trust Company, as the Administrators with the will annexed, the estate of W. A. Greenwood, deceased, and said Exchange Trust Company appearing by its proper officer, and no person appearing in opposition thereto, and the court having examined said return, and having heard and considered the evidence of witnesses, and being fully advised in the premises finds:

That in pursuance of said order of sale, said Exchange Trust Company, Administrator with the will annexed, as aforesaid, on the 24th day of December, 1923, sold the portion of the real estate of said estate described as follows, to-wit:

Lot 22 in Block 14 of the "Re-subdivision of block