

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.

COMPARED

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 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 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.

W. L. McCaskey

Sibyl B. McCaskey

State of Oklahoma,)
County of Tulsa.)

Before me, a Notary Public, in and for the above named County and State, on this 1st day of February, 1924, personally appeared W. L. McCaskey and Sibyl B. McCaskey, his wife, to me 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, Tulsa County, Oklahoma, Feb. 2, 1924, at 11:00 o'clock A.M. and recorded in Book 483, Page 228.

By Brady Brown, Deputy.

(Seal)

O. G. Weaver, County Clerk.

250512 C.M.J.

COMPARED

State of Missouri, County of Johnson, ss.

Louis P. Lay, of lawful age, being first duly sworn, on his oath states that he is a son of John T. Lay, deceased, and that he was one of the executors of the will of the said John T. Lay, deceased.

That the said John T. Lay departed this life in the month of March A.D. 1916. That the said John T. Lay left as his only heirs at law the following persons, to-wit: Josie Lay, his widow, Louis P. Lay, and Roscoe Lay, his only sons, and Rena M. Lay, his only daughter. That the said John T. Lay left no other heirs. That the estate of the said John T. Lay was administered in the County of Johnson, and State of Missouri, and all debts of the said estate were fully paid, and final settlement in the said estate was made and filed, and the executors of the said estate were fully and finally discharged by the Probate Court for