

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 trustees 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 service 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 enough thereof, then apply what remains; and the balance of such proceeds, if any, shall be paid to the said party of the first part or his 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 to perform the trust herein created, Parties of the first part, for said consideration, do hereby expressly waive appraisalment of said real estate and all benefits of the homestead exemption and stay laws in Oklahoma,

And the said party of the second part hereby lets said premises to 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 party of the first part, and every and all persons claiming or possessing such premises and any part thereof by through or under him 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 PARTY has hereunto set his hand and seal the day and year first above written,

EXECUTED in the presence of

J. F. Maness

State OF OKLAHOMA }
COUNTY OF TULSA }

Before me, a Notary Public in and for the above named County and State, on this 11th, day of April, 1924 personally appeared J. F. Maness, a single man, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his 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 Dec. 13- 1926 (seal)

E. V. Kinsey Notary Public,

Filed for record in Tulsa, Tulsa County, Oklahoma, April 12- 1924 at 2: 15 O'Clock P. M. and Recorded in Book 484, Page 286,

By Brady Brown Deputy,

(seal)

O. G. Weaver County Clerk,