

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.

And the said party of the second part covenants faithfully to perform the trust herein created.

487 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 in 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.

L. H. Agard

W. G. Agard

State of Oklahoma)
County of Tulsa) ss.

Before me, a Notary Public, in and for the above named County and State, on this 3rd day of April, 1924, personally appeared L. H. Agard and W. G. Agard, her husband, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged 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 Feby 11, 1928 (SEAL) M. Branson, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, April 3, 1924 at 3:50 o'clock P. M. in Book 487, page 179

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

254919 C.J.

DEED OF TRUST.

COMPALED

TREASURER'S ENDORSEMENT
I hereby certify that I received \$170 and issued Receipt No. 1434 therefor in payment of mortgage on the within mortgage.

Dated this 3 day of April 1924
W. W. Stuckey, County Treasurer

Deputy

Missouri, party of the third part.

THIS DEED, made and entered into this 1st day of April, 1924, by and between L. H. Agard and W. G. Agard, her husband, of Tulsa, Okla., parties of the first part, and M. Hughes, Trustee, party of the second part, and the CENTRAL SAVINGS AND LOAN ASSOCIATION, of Marshall, Mis-

WITNESSETH, That the said parties of the first part, in consideration of the debt and trust hereinafter mentioned and created and the sum of One Dollar to them paid by the party of the second part, the receipts of which is hereby acknowledged, do by their presents, Grant Bargain, Sell, Convey and Confirm unto the said party of the second part, the following described Real Estate, situated in the County of Tulsa, and State of Oklahoma, to-wit: