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.

And the said party of the second part covenants faithfully to perform the trust he rein 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 he ws 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, assigness, 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.

Before me, a Notary Public, in and for the above named County and State, on this 9th day of June, 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 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 Reby. 11, 1928 (SEAL) M. Branson, Notary Public Filed for record in Tulsa County, Tulsa Oklahoma, June 10, 1924 at 4:10 o'clock P. M . in Book 488, page 421

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

TAX DEED WHERE LAND WAS PURCHASED BY 260277 C.J.

TREASURER AND ASSIGNED

COMPARED STATE OF OKLAHOMA, COUNTY OF TULSA ,

WEREAS, Forence R. Allen , on the 6th day of June , A. D. 1924 produced to the undersigned W. W. Stuckey County Treasurer of the County of Tulsa in the State of Oklahoma, a certificate of purchase in writing, bearing the date of the 7th day of November A. D. 1921, signed by Wayne L. Dickey who at the last-named date was Treasurer of said County, from which it appears that the said Wayne L. Dickey as such County Treasurer of Tulsa County, of Oklahoma, did on the 7th day of November A. D. 1921 by virtue of authority in him vested by law, at ( an adjourned sale) a sale of delinquent lands, begun and publicly held on the first Monday in November, 1921, between the hours of nine o'clock A. M. and four o'clock

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