

the property to be sold, by advertisement as provided by law in a newspaper, printed and published in the County in which said property is located, and upon such sale shall execute and deliver a deed in fee simple of the property sold to the purchaser or purchasers thereof, and receive the proceeds of said sale, and any statement of facts or recital by said Trustee in relation to the non-payment of the money secured to be paid, the advertisement, sale, receipt of money, and the execution of the deed to the purchaser shall be received as prima facie evidence of such fact; and such Trustee shall, out of the proceeds of said sale, pay, first the cost, and expense of executing this Trust, including the compensation provided by law to the trustee for his services; and next he shall apply the proceeds remaining over to the payment of said debts and interest, or so much thereof as remains unpaid, and the remainder, if any, shall be paid to the said parties of the first part, or his or her legal representative and the party of the third part may, if the highest bidder, purchase at sale.

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

The said parties of the first part hereby waive appraisement the benefit of the homestead and exemption laws of the State of Oklahoma, in so far as they affect the property herein referred to.

In witness whereof, the said parties have hereunto set their hands and seals the day and year first above written.

This deed of Trust accepted this 12th day of November, 1924.

Mayme Cochran (SEAL)
Chas. B. Cochran, Parties of the first part, (SEAL)
Elton Everett, Party of the second part. (Seal)
Henry A. Roberts, (Seal)
K E. Jennings, Party of the third part (seal)

Mortgage Tax \$_____.

State of Oklahoma)
County of Tulsa) SS
Before me, a Notary Public, in and for said County and State, on this 13th day of November, 1924, to me personally known to be the identical person 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) D. Ed. Chase, Notary Public.

My commission expires Mch. 17th, 1926.

Filed for record in Tulsa Co. Okla. on Nov. 13 1924, at 3:00 P.M. recorded in book 497, page 370, Brady Brown, Deputy,

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

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AFFIDAVIT.

State of Oklahoma)
County of Tulsa) SS
D. G. Elliott, being first duly sworn, on his oath, states, that he is a person of lawful age; that he is and has been for 10 years last past a resident of Tulsa County, State of Oklahoma, and further deposes and states:

That he knows of his own personal knowledge that Delphus Rogers, grantee in a certain warranty deed dated March 7, 1919, and covering a part of lot 11, blk. 9, Ingram-Lewis addition to the City of Tulsa, Tulsa County, ^{Oklahoma} is one and the same person as Dofes Rogers, grantor in certain warranty deed dated February 16, 1920, covering the south 50 ft of Lot 11, Blk. 11, Capitol Hill Second add'n, to Tulsa, also the north 50 ft, of the south 150 ft of lot 11, blk. 9, Ingram, Lewis addition to Tulsa, Oklahoma.