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NOW THEREFORE. If the said party of the first part, or any one for her shall well 493 and truly pay off and discharge the principal and interest expressed in the said note, and every part thereof, when the same becomes due and payable according to the true tenor, date and affect of said note, THEN THIS DEED SHALL BE YOLD, and the property hereinbefore conveyed shall be released by said Trustee at the cost of said party of the first part; but should the first party fail or refuse to pay the said debt or the said interest, or any part thereof when the same or any part thereof shall become due and payable, according to the true tenor, dated and effect of said note, then the whole shall become due and payable and THIS DEED OR TRUST SHALL REMAIN IN FORCE: and the said party of the second part, or in case of his absence. death or refusal to act, or disability in anywise, then his successor in trust who shall be appointed by the Court having jurisdiction at the request of the legal holder of the said note, shall proceed at once as provided by law, to sell the property hereinbefore described, or any part thereof, at public auction, to the highest bidder for cash, by giving not less than twenty-two days public notice of the time, terms and place of sale, and 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 mext he shall apply the proceeds remaining over to the payment of said debt and interest, or so much thereof as remains unpaid, and the remainder, if any, shall be paid to the said party 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 party of the first part hereby waive appraisement the benefit of the homestead and exemption laws of the State of Uklahoma, in so far as they affect the property herein referred to.

IN TITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year first above written.

This Deed of Trust accepted this 17th day of November, 1924.

Edith L. Warner

Party of the first part.

Elton Everett

Party of the second part.

Harry A. Kopards

K. E. Jennings

Parties of the third part.

STATE OF OKLAHOMA, )
SS.
County of fulse )

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Before me, a Notary Public, in and for said County and State, on this 17th day of November 1924, personally appeared Edith L. Warner and Elton Everett, K. B. Jennings, and Henry A. Roberds to me personally 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 hand and official seal the day and year last above written.