liver a deed in fee simple of the property sold to the purchaser or nurchasers 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 advertisment, 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 widder, 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 at 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 WITHESS WEFREOF. The said parties have hereunto set their hands and seals the day and year first above written.

This Doed of Trust approach this emerging of January, 1925.

I heady contributed and issued

J. M. John Proceedings of Mary E. John Proceedings of the Process of the Proce

J. M. Johnson.

Daniel of 13 Min of January 192 5

Vices County Talasurer & M ) ss. -

Mary E. Johnson. Prt of the first part. Henry A. RoBards menry a. part of the second part.

K E. Jennings, Parties of the third nert.

Deputy Before me, a Notary Public, in and for said County and

State, on this 10th day of Jamuary 1925, personally appeared J. M. Johnson and Mary E. Johnson 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. My commission expires May 3, 1927. (Seal) K. E. Bailey, Notary ublic. Filed for record in Talsa County, Tulsa, Oklahoma on January 12, 1925 at 4:50 P. M. o'clock recorded in Book 499, page 461. By Brady Brown, Deputy. . O. G. Weaver, County Clerk. (Seal)

#276163-CW.

STATE OF OMLAHOMA,

WITTEA.

COUNTY OF

## RELEASE OF LORTGAGE

WHEREAS, on the 30th day of August, 1923, C. S. Duncan and Lillie L. Duncan, his wife, as mortgogors, made, executed and delivered to TULSA BUILDING & LOAN ASSOCIATION a corporation, as mortgagee, a certain mortgage to secure the payment of an indebtedness in amount of \$3000.00, covering the following described real estate situated in the County of Tulsa, State of Oklahoma, to-wit: Lots Eighteen (18), Nineteen (19) and Twenty (20) Block Sixteen (16), West Tulsa Addition to the City of Tulse, Oklahoma, according to the Recorded Plat thereof.

which said mortgage is duly recorded in Book 447 of Mortgages on page 271 the sof, in the office of the County Clerk in and for Tules County, State of klahoma, and,

WHEREAS, the indebtedness secured by said mortgage has been paid in full; NOW, THEREFORE, the undersigned TULSA BUILDING & LOAN ASSOCIATION, a corporation, mortgages in the above described mortgage, does hereby discharge and release the premises aforesaid from the lien of said mortgoge; and does hereby fully eatisfy the said mortgage of record.

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