

mentioned together with the costs of this trust on or before the time when the same becomes due as herein set forth, then this conveyance shall be void; otherwise to remain in full force and effect. And in case any default shall be made in the payment of said indebtedness, or should the part of the first part (prior to the full payment of the above mentioned indebtedness) sell, attempt to sell, mortgage, conceal, ship, remove, or otherwise dispose of the property herein conveyed or any part thereof, without the written consent of the party of the second part; or in case the party of the second part shall at any time deem itself insecure, or deem that in order to properly protect itself and secure full payment of the above mentioned indebtedness, such action shall be necessary, then in either event the whole of said indebtedness, shall at the election of the party of the second part become forth with due and payable and said party of the second part its agent or attorney, is hereby authorized and empowered to take charge of said property on demand without process of law, and sell or dispose of the same, or so much as may be necessary, at public sale without appraisement the appraisement required by law being hereby expressly waived (at Collinsville, Mo.) at public auction for cash in hand upon two week's notice in some news paper published in the Northern District, Indian Territory, or at such place as said property may be at the time located or by written notices posted in five conspicuous places near the property, and which sale any of the parties hereto may purchase as other parties, and out of the proceeds of said sale the said party of the second part shall retain the sum due it as herein set forth and the expenses of this trust and sale, rendering the over plus, if any, to the said part of the first part executors, administrators or assigns.

Given under hand and seal this 25th day of January, 1907.

Signed and executed in the presence of L. S. Brooks. (seal)

Indian Territory

Northern District, S. I.

Be it Remembered, That on this 25th day of January 1907, before me Wm. Query, a Notary Public, in and for the district aforesaid personally appeared L. S. Brooks one of the subscribing witnesses to the foregoing deed, to me personally well known, who, being by me first duly sworn, on this oath stated that he said L. S. Brooks grantor in said deed, subscribed said deed on the day of its date for the uses, purposes and consideration therein expressed, and that he and the other subscribing witnesses, subscribed the same as attesting witnesses at the request of said grantor.

In Testimony Whereof, I have hereunto set my hand as such Notary Public, in the District aforesaid 25 day of January, 1907.

(seal) Wm. Query, Notary Public.
my commission expires 12/15/1907.

Wm. Query.

Filed for Record Jan 25, 1907, 2:23 P.M.

Oliver Saxon