

sale receipt of the purchase money and the execution of this deed to the purchaser or purchasers shall be received as prima facie evidence of such facts; and the said trustee shall out of the proceeds of such sale pay first the costs and expenses of this trust second whatever sum may be in arrear and unpaid on the note aforesaid and all sum or sums which may have been laid out and expended by said third party for taxes on said property and for insurance on said edifices and the remainder if any shall be paid to said first party or its legal representatives.

And it is further stipulated and agreed by and between the parties hereto that in case the said second party shall refuse to act shall be absent from the Indian Territory sick or dead, or from any cause incapable of acting in the execution of this trust a successor may be appointed by said third party who shall discharge this trust and exercise therein the same powers hereby conferred on the said second party and with like effect. The foregoing covenants and conditions being kept and performed this conveyance to be void and shall be released by said third party and in case of failure of the said third party to release this mortgage all claims for statutory penalty or damages is hereby released at the cost and expense of said first party - otherwise to remain in full force and virtue. In witness whereof the said first party have hereunto set their hands and seals the day and year first above written. Mary A. Rye Seal
witness P. Lee Rye seal

Herbert Wright
H. B. Hughes.

United States of America } On this 22 day of
Indian Territory } July in the year of
Western District of } our Lord, One Thousand