mortgagors or any purchaser of the said real estate shall permit waste on said premises or suffer the same to be done, or fail in compliance with any of the foregoing covenants, or if the title of the mortgagors is other than fee simple, clear and unencumbered or said premises be levied upon by execution, or if the premises herein mortgaged be assigned voluntarily or otherwise to any trustee or commissioner in insolvency or bankruptcy, or if proceedings be begun by an executor, administrator or guardian or if any other judicial proceedings involving the said property be instituted; the whole sum of money herein secured with the accrued interest shall become due and payable without notice and thereupon this deed of trust may be foreclosed at once for the whole of said money accrued interest and costs and said third party or any legal holder thereof, shall at once be entitled to the immediate possession of the above described premises and may at once take possession and receive and collect the rents and profits thereof.

Fifth: Now, if the said first parties shall well and truly keep and perform all the covenants and agreements herein then this deed shall be void, but if any default be made in any of the conditions hereof the hold of said indebtedness shall become due and payable and this deed shall remain in full force and effect and the said second party may proceed to sell the said property herein described for the satisfaction of said indebtedness together with all accrued interest thereon, costs and expenses of this trust at public vendue for cash at the Court House at the City of Tulsa, I.T. first giving three weeks notice of the time, terms and place of sale and of the property to be sold by advertising in some news paper published in said City at which sale, either of the said parties or their assigns may bid and purchase as if they were strangers to this deed and upon the said sale and payment of the purchase money shall execute and deliver a deed of the property sold to the purchaser, 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 notes aforesaid and all sums which may have been expended for taxes or insurance by the said third party.

And it is further agreed by and between the parties hereto that in case the said second party shall refuse to act J. W. Hagler is hereby appointed successor in trust, who shall discharge this trust and exercise herein the same powers herein conferred on the said second party and with like effect.

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

W. H. Pound. (Seal)

Mary E. Pound. (Seal)

Acknowledgment.

Indian Territory, Western District, ss.

Be It Remembered, That on this day came before me, the undersigned a Notary Public within and for the Western District of Indian Territory, duly commissioned and acting W. H. Pound to me known as the grantor in the foregoing deed of trust and states that he had executed the same as free and voluntary act for the consideration and purposes therein mentioned and set forth.

And on the same day voluntarily appeared before me Mary E. Pound, the wife of said W. H. Pound, to me well known and in the absence of her said husband declared that she had of her own free will executed said deed and signed and sealed the relinquishment of dower and homestead in said deed for the consideration and purposes therein contained and set forth, without any fear or undue influence of her said husband.

Witness my hand and seal as such Notary Public on this 25th day of August A. D. 1906.

(Seal) Western District, Indian Territory.
My commission expires May 13-1907

C. W. Coggeshall,
Notary Public.

Filed for Record Aug. 27, 1906, at 5:10 P.M.
Ella Sorter
Deputy Clerk & ex-officio Recorder.

Appl Aug. 27, 1906
William R. Lawrence Judge.