

named, forever, in trust, nevertheless, on the following terms and conditions, to-wit: that in case of default in the payment of said indebtedness, principal or interest, or any part thereof, at the time and in the manner and at the place specified for the payment of any of said principal or interest, or in case of waste or non-payment of taxes, or neglect to procure or renew insurance, or in case of a breach of any of the covenants or agreements herein contained, then, and in such case, on the application of the legal holder of said note or notes, it shall and may be lawful for said party of the second part, or his successors in trust, to enter upon, possess, hold and enjoy the above granted premises, and either with or without such entry said party of the second part or his successors in trust shall sell said property at public sale to the highest bidder, for cash, at a front door of the building then used as the United States Post office in the Town or City of Tulsa District No 28, Indian Territory; public notice of the time and place of such sale and of the property to be sold having first been given for twenty days by advertising in some newspaper published in said or any adjoining District, and he shall have power to adjourn the sale from time to time at discretion, without re-advertisement; and upon the making of such sale the said party of the first part does hereby authorize and empower the said party of the second part, or his successors, either in his own name or in the name of the said party of the first part herein, to execute and deliver to the purchaser or purchasers, a deed or deeds of conveyance in fee of the premises sold by virtue hereof (and it is agreed that the recitals in said deed or deeds shall be taken and accepted as prima facie evidence of the facts therein stated), and to apply the proceeds of such sale to the payment of -

First - That cost and expenses of executing this trust, including compensation to the trustee for his services, second - all sums of money paid by said second part, or the holder of said note or notes, for insurance, taxes, assessments or charges to protect the title or possession of said premises, together with interest from the time of paying the same at the rate of eight per cent per annum, third - To the payment of principal and interest due on said note or notes, and rendering the surplus, if any, to the said first party.

The holder of any indebtedness hereby secured shall also have the right to foreclose this deed of trust in any court of competent jurisdiction, making the trustee herein among others defendants.