mortgage that if the said J. A. Keltner should pay said monies at the time and in the manner specified therein and in said promissory note, then the said conveyance should be null and void, and in case of non payment of same or any part thereof, said First National Bank of Collinsville, in the Indian Territory, or its assignee, agent or attorney in fact should have power to sell said property at public sale to the highest bidder for cash at the front door of the First National Bank of Collinsville, in the Indian Territory, public notice of the time and place of said sale having been first given thirty days by advertising in some newspaper published in said city, or by ten printed or written hand bills posted in ten public places in said city, and

Whereas, it was further provided in and by the terms of said mortgage that at said sale the said First National Bank of Collinsville, in the Indian Territory, or its assignee, agent or attorney in fact might bid and purchase as any third person might do, and

Whereas, in and by the terms of said mortgage the said J. A. Keltner authorized the said First National Bank of Collinsville in the Indian Territory, or its assignee to convey said property to anyone purchasing at said sale, and

Whereas, it was further provided in and by the terms of said mortgage that the recitals of the deed of conveyance to be made for said real estate by the said First National Bank of Collinsville, in the Indian Territory, to the purchaser thereof at such sale and in pursuance of such sale shall be taken as prima facie true, and

Whereas, it was further provided in and by the terms of said mortgage that the proceeds of said sale should be applied - first to all costs and expenses attending said sale; second to the payment of said debt and interest, and the remainder, if any, should be paid to the said J. A. Keltner, and

Whereas, it was in and by the terms of said mortgage further provided that appraisement and right of redemption allowed by law were thereby expressly waived, and

Whereas, said promissory note became due and payable ninety days after the said 27th day of October, A.D. 1906, and

Whereas no part thereof, either principal or interest was