

collection, if any there shall be, and any costs, charges or attorney's fees, incurred and paid by the legal holder of said note in maintaining the priority of this trust deed, and shall perform all and singular the covenants herein contained, when the estate hereby granted shall cease and this deed shall become null and void, and be released at the expense of the said parties of the first part; but in case of default in payment of any installment of interest or in the performance of any of the covenants and agreements herein contained, then, or at any time thereafter during default, the legal holder of said note may, without notice, declare the entire debt hereby secured immediately due and payable, and thereupon, or in case of default in the payment of said promissory note at maturity, the said party of the second part, or his successor in trust, shall be entitled to the immediate possession of said premises, and of the rents, issues and profits thereof, and may proceed to sell said premises at the Court House door, in the city or town of Tulsa, in the Twenty-eighth Recording District, of the Creek Nation, Indian Territory, at public venue, to the highest bidder, for cash, first giving not less than twenty days' notice of the time, terms and place of sale, and the property to be sold, by advertisement in some news paper printed and published in the City or Town aforesaid, and upon such sale shall execute and deliver a deed in fee simple of the property sold to the purchaser thereof, and receive the proceeds of said sale; and any statement of facts or recital by the said Trustee in relation to the non-payment of the money secured to be paid, the advertisement, sale, receipt of money, and the execution of the deed to the purchaser, shall be received as prima facie evidence of such fact, and such Trustee shall out of the proceeds of said sale, pay first the cost and expense of executing this trust, including legal compensation to the Trustee for his services; the next, he shall apply the proceeds remaining over to the payment of said debt and interest, so so much thereof as remains unpaid, and the remainder, if any, shall be paid to the said parties of the first part or their legal representatives.

And the said party of the second part hereby lets said premises to the said parties of the first part until a sale be had upon the following terms, to wit: The said parties of the first part and all persons claiming or possessing said premises, and any part thereof, shall pay rent therefor during said term at the rate of one