

such option at any time thereafter.

Eighth - That the said first party shall not be liable for the payment of any charges provided for in this deed of trust that may be found caused, not lawfully be made under the laws of the Indian Territory, it being fully agreed and understood that it is the intention of the said third party that this deed of trust shall in all respects conform to the laws of the Indian Territory, and should any payments be made by the said first party that are found to be contrary to the laws of said Territory - he shall be entitled to the return of all sums so paid, and this deed of trust shall not be affected thereby.

Now, if the said first party shall well and truly keep and perform all the foregoing covenants and agreements, then this deed shall be void, but if any default be made in any of the conditions and covenants of this deed, the whole of said indebtedness, and each and all of said notes shall become and be considered due and payable at the option of the said third party, and this deed shall remain in full force and effect, and the said second party may proceed to sell the said property hereinbefore described, to fully satisfy and discharge said indebtedness, together with all accrued interest thereon, and the costs and expenses of this trust, at public vendue, for cash at the United States court house in the Western District, Indian Territory, first giving three weeks notice of the time, terms and place of sale, and of the property to be sold, by advertisement in some newspaper published in said Western District, 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 statement of facts or recitals by said Trustee, in relation to the non-payment of the money secured by this deed of trust to be fact, the advertisement, sale, receipt of the purchase money and the execution of the 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 sales pay, first, the costs and expenses of this trust; second, whatever sums may be in arrear and unpaid on the note aforesaid, and all sums