

to keep and perform any one or more of the conditions herein provided to be kept and performed by each party of the first part, then, and in any such case, the whole amount of said indebtedness remaining unpaid shall, at the option of the party of the third part, or other holder thereof, immediately mature and become payable, and it shall thereupon, or at any time thereafter, the same, or any part thereof, remaining unpaid, be the duty of the said party of the second part herein, and of his successor or substitute, as hereinafter provided, on the request of the said party of the third part, or other holder thereof (which request is hereby presumed), to enforce this trust, and after advertising the time, place and terms of the sale of all the above conveyed and described property for at least twenty days successively next before the day of sale, by posting up written or printed notices thereof at three public places in each county where said real estate is situated, one of which shall be at the Court House of such county, to sell the same, in accordance with such advertisement, at public auction, in front of the door of the Court House of Polk County, in the State of Texas, on the first Tuesday in any month, between the hours of 10 o'clock A.M. and 4 o'clock P.M., to the highest bidder for cash, selling all the property above conveyed as an entirety or in parcels, as the trustee acting may elect and make due conveyance to the purchaser or purchasers, with general warranty, binding the said party of the first part herein, and their heirs and assigns; and, out of the money arising from such sale, the trustee acting shall pay, first, all the expenses of advertising, sale and conveyance, including a commission of ten per cent to himself; and then to the said party of the third part, or any holder thereof, the full amount of principal and interest due and unpaid on said indebtedness as hereinbefore set forth, rendering the balance of the purchase money, if any, to the said party of the first part, their heirs or assigns; and said sale shall forever be a perpetual bar against the said party of the first part, their heirs and assigns, and all other persons claiming under any of them. It is expressly agreed, that the recitals in the conveyance to the purchaser shall be full evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed, save as follows: