

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 successor 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 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 readvertisement; 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 successor, 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— the cost and expenses of executing this trust, including compensation to the trustee for his services. Second— all sums of money paid by said second party, 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 percent 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 defendant.

And the said party of the first part does hereby covenant that said first party is now lawfully seized of said premises, that the same are free and clear of encumbrances of any kind or nature, and for self or selves, heirs, executors and administrators, do covenant and agree to and with the said party of the second part or his successor in trust, and with said party of the third part and assigns, both severally and jointly, that said ^{first} party will well and truly pay the principal of said loan, and the interest thereon, according to the conditions hereinafore set forth; and that said first party will not at any time hereafter, until the said principal sum and the interest thereon has been fully paid, suffer said premises, or any part thereof, to be sold for any tax or assessment whatsoever, nor will said first party do or permit to be done to, in, upon or about said premises, anything that may in anywise tend to impair the value thereof, or to