

at the date of their execution.

Sixth, That should the said Allen G. Coss from any cause whatever fail or refuse to act, or become disqualified from acting as such Trustee, then and in that event the said Nancy Trumseh or her assigns, shall have full power and authority to appoint a substitute, who shall have the same powers as are hereby delegated to the said Allen G. Coss, and they do by these presents fully and absolutely ratify and confirm any and all acts which the said Allen G. Coss or his substitute, as herein provided, may do in the premises by virtue hereof.

Now, If the said parties of the first part, or anyone for them, shall well and truly keep and perform all the foregoing covenants and agreements, then this deed shall be void; but, if default be made in the payment of the principal sum hereby secured, or any part thereof, or any interest thereon at maturity; or in case of default in the payment of any tax or assessment levied against either the property hereby conveyed or the indebtedness hereby secured; or if the said parties of the first part do, or suffer to be done, anything whereby this security is impaired then, upon the happening of any such fault or contingency, the whole sum hereby secured shall become immediately due and payable, at the option of the legal holder hereof, and this deed shall remain in full force and effect; and the said party of the second part, or his substitute, as herein provided, may proceed to sell the property hereinbefore described, to satisfy the indebtedness hereby secured, together with the accrued interest thereon and the costs and expenses of this trust, at public vendue, for cash, at the United States Court House in the town of Tulsa in the twenty eighth Recording District of the Creek Nation, Indian Territory, first giving thirty days notice of the time, terms, and place of sale, and of the property to be sold, by advertisement in some newspaper published in the said town of Tulsa in said district and Territory, at which sale either of the said parties hereto, or their assigns, may bid and purchase as if they were strangers to this deed; and upon the sale and payment of the purchase money shall execute and deliver a deed of the property sold to the purchaser; and the statement of facts or recitals by said trustee in relation to the default or non-payment of the money secured by this deed of trust, 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 sale, pay first, the costs and expenses of this trust; second, the whole of the indebtedness hereby secured, including any sum or sums that may