

and all claims which may have been lost out and payable by said third party and assignor for taxes and insurance, and the remainder, if any, shall be paid to said first party or legal representative;

On any and each day after the said day a assignor or assignor may proceed to foreclose this deed of trust and

mortgage in any court having jurisdiction.

And it is further agreed and agreed by and between the parties hereto that in case the said second party shall refuse to

act, shall be absent from the said court, and in any case in which the said second party is acting in the event of this

deed, a receiver may be appointed by said third party or assignor, who shall discharge the trust and exercise the same

the same power fully empowered on the said second party and with the effect.

It is the intention of the parties to this contract to conform strictly to the laws of the said court, acting in any way

and no greater amount shall be collected than is allowed thereby, and if for any reason any greater amount is received

or collected at any time before the final payment and discharge of the debt, the same shall be credited to the use of the state

and no interest collected.

In witness whereof, the said first party have hereunto set their hands and seals, this day and year first above

written

B. J. Hayes

M. C. Hayes

(Seal)

(Seal)

United States of America, in and for the County of Northern District ss.

On this 11th day of 1st month of January, 1902, before me, W. B. Lindsay, a Notary Public, duly commissioned

and acting within and for the Northern District and County of said and appearing before me B. J. Hayes, to me

personally known as the person whose name appears upon the within and foregoing deed of conveyance, and

quarter and estate that he had executed the same for the consideration and purpose therein mentioned and

set forth, and so he duly so acting.

And I further certify, that on this day voluntarily appeared before me M. C. Hayes, one of the said

B. J. Hayes, to me well known as the person whose name appears upon the within and foregoing deed of conveyance,

and in the absence of the said husband, declared that the said deed of his own free will and the voluntary consent of

lawful and competent person executed, and had executed and had executed the same for the purpose and consideration therein

contained and set forth, without any coercion or undue influence of his said husband.

I, William Lindsay, I have hereunto set my hand and seal on such Notary Public on the 11th day of

Jan. 1902.

(Seal) Notary Public, W. B. Lindsay.

My commission expires the 11th day of Dec. 1910.

in and for the Northern District of said County.

Filed for Record Feb. 6, 1902 at 1:20 P.M.

W. B. Lindsay

Notary Public & ex-officio Recorder.