promissory notes of even date herewith described as follows:

One note for $485.00 due June 15th 1907.
One note for $500.00 due July 1st 1907
One note for $500.00 due August 1st 1907
One note for $500.00 due September 1st 1907
One note for $500.00 due June 1st 1908
One note for $500.00 due July 1st 1908
One note for $500.00 due September 1st 1908
One note for $500.00 due July 1st 1909
One note for $500.00 due August 1st 1909.

all of said notes signed by said party of the first part, and bearing interest at the rate of 8% per annum from date until paid.

Now, if the said party of the first part shall well and truly pay to the said party of the second part, his heirs or assigns, the sums hereinbefore mentioned on or before the dates said notes shall become due and payable, then and in that event this conveyance shall become null and void, otherwise to remain in full force and effect.

And in case any default shall be made in the payment of any of the said notes or the interest on same when the same shall become due and payable, or should the party of the first part (prior to the full payment of all of said indebtedness) sell, attempt to sell, ship remove or dispose of the property herein conveyed, or any part thereof, without the consent of the party of the second part, his heirs or assigns, or in case the said party of the second part shall at any time deem himself insecure, or deem that in order to protect himself and secure full payment of the said above mentioned indebtedness; then, or in either event the said party of the second part his heirs or assigns, is hereby authorized and empowered to take charge of said property without process of law, and to sell and dispose of same at public sale without appraisement (the appraisement required by law being hereby expressly waived) at the place where said property is located for cash in hand, without notice at which sale any of the parties hereto may purchase as other parties and out of the proceeds of said sale the said party of the second part his heirs or assigns, to retain the amount then due them, together with the cost of this trust, and the costs of sale, rendering the overplus