to the contrary thereof in any wise notwithstanding. And in case of any default in the payment of said indebtedness or failure of the said party of the first part to fulfill and carry out any of the stipulations and agreements contained herein, said party of the second part, his heirs or assigns, agent or attorney, is hereby authorized and empowered to declare the whole indebtedness hereby secured at once due, and payable, and to take charge of said property on demand, without process of law, and sell or dispose of the same, or so much thereof as may be necessary, at public sale, without appraisement (the appraisement required by law being hereby expressly waived) at Tulsa, Oklahoma, for cash in hand, upon two weeks notice in some news paper published in the City of Tulsa, County of Tulsa, State of Oklahoma, or by written or printed hand bills posted in five conspicuous places in the said City of Tulsa, at which sale any of the parties hereto may purchase as any other party, and to execute and deliver to any purchaser at such sale a deed conveying all the right, title and interest of the said party of the first part in and to said property, and the recitals of such deed so made shall be taken as prima facie true, and out of the proceeds of said sale the said second party shall retain the same due him as herein above set out and provided for and the costs of this trust and of said sale and a reasonable attorney's fee, rendering the overplus, if any, to the said party of the first part or his personal representative or assigns. And the said party of the first part for