

as herein provided, to pay such taxes and assessments is legally inoperative, the whole of the indebtedness secured hereby, including principal and all accrued interest, without deduction, shall at the option of the legal holder of said indebtedness, without notice, become immediately due and collectible, notwithstanding anything contained in this Trust Deed or any law hereafter enacted, and with interest thereon from the date of such maturity at the rate of 10% per annum, shall be recoverable by foreclosure hereof in manner as if all of said indebtedness had then matured by express terms. It is agreed by the grantors that in case the right of foreclosure so arises hereunder, either upon maturity of said principal note or by breach of any of the covenants or the happening of any of the contingencies aforesaid, the grantee, or his successor, may, upon request of the legal holder of said principal note, bring such legal proceedings for the collection of the moneys hereby secured as may be necessary; that all expenses and disbursements paid or incurred in that behalf in connection with such legal proceedings including a reasonable attorney's fee, outlays for documentary evidence, stenographer's charges, costs of procuring or completing an abstract showing the whole ~~or complete~~ title to said premises and embracing the judgment ordering the sale thereof, shall be paid by the grantors; and the like expenses and disbursements occasioned by any suit or proceeding wherein grantee or his successor or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the grantors. All such expenses and disbursements shall be an additional lien upon said premises and shall be taxed as costs and included in any judgment that may be rendered in such proceedings; which proceedings shall not be dismissed nor a release hereof given until all such expenses and disbursements and the cost of suit have been paid. The grantors waive all right to the possession of and income from said premises pending such foreclosure proceedings, and agree that a Receiver shall be appointed to take possession or charge of said premises and collect such income, and the same, less Receivership expenses apply upon the indebtedness hereby secured.

In case of the death, disability, resignation or temporary or permanent absence from the City of Chicago of the grantee Harry Lee Taft, Oren E. Taft of the City of Chicago, Illinois, is hereby appointed as his successors in trust, and in case of like disqualification of both Harry Lee Taft and Oren E. Taft to act as such Trustee as aforesaid, then the legal holder or holders of the principal note secured hereby shall have the right to appoint a Trustee by endorsement of such appointment on this Trust Deed; and either of said Substitute Trustees shall have the same powers and duties in all respects whatsoever as if first named as Trustee herein. And the action of said Oren E. Taft or said endorsement and the action of said second substitute Trustee, shall be conclusive evidence, respectively, of his right and duty to act as such substitute Trustee.

PROVIDED ALWAYS that when all of the aforesaid covenants and agreements are performed the grantee or his successor shall release said premises from the lien hereof.

WITNESS the hands and seals of the grantors, this tenth day of September, A. D., 1908.

Jimmie Ceasar (SEAL)

Hester Ceasar (SEAL)

STATE OF OKLAHOMA, MUSKOGEE COUNTY, ) SS. Before me, a Notary Public, in and for said County and State, on this 22nd, day of Sept. 1908, personally appeared Jimmie Ceasar and Hester Ceasar (his wife), to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that he executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Harry Smith

(SEAL) My commission expires Feb. 5th, 1911.

Filed for record Sep. 24, 1908, at 8.20 A. M. H. C. Walkley, Register of Deeds (SEAL)