

of said indebtedness.

Now, if the said indebtedness and the interest thereon be paid when due, and said agreements be faithfully performed as aforesaid, then these presents shall be void, and the property hereinbefore conveyed shall be released at the cost of the said first party; but if default be made in the payment of said indebtedness or any part thereof, or of any of the interest thereon, when due, or in the faithful performance of any or either of said agreements as aforesaid, then the whole of said indebtedness shall become due and payable and this deed shall remain in force, and the said party of the second part or in event of his death, disability, refusal to act, or absence from Tulsa County, Oklahoma, the (then) acting Sheriff of Tulsa County, Oklahoma, and his successors in office (who shall during their respective terms of office become his successors to the title to said property, and the same become vested in them in trust for the purpose and objects of these presents, and with all the duties, powers and obligations) shall at the request of the legal holder or holders of said evidence of indebtedness proceed to sell the property hereinbefore described, or any part thereof, at public vendue, to the highest bidder at the west front door of the Tulsa County Court House, in the city of Tulsa, in the County of Tulsa, Oklahoma, for cash, first giving public notice of the time, terms and place of sale, and of the property to be sold, by advertisement published at least twenty times in the manner required by law in some daily newspaper printed and published in the City of Tulsa, Tulsa County, Oklahoma, and upon such sale shall execute and deliver a deed of conveyance of the property sold to the purchaser or purchasers thereof; and any statement or recital of fact in such deed in relation to the non-payment of the money hereby secured to be paid, the existence of the indebtedness so secured, the request for sale, notice by advertisement, sale receipt of money and the happening of any of the aforesaid events whereby the Sheriff may become the successors as hereby provided, shall be prima facie evidence of the truth of such statement or recital, and the said Trustee shall receive the proceeds of such sale, out of which he shall pay, first, the cost and expenses of executing this trust, including reasonable attorney's fees and compensation to the Trustee for his services, and next, to the said third party, or the third party's endorsees or assignees, upon the usual vouchers therefor, all moneys paid for insurance and taxes and judgments upon statutory claims, and interest thereon as hereinbefore provided, and next shall apply the proceeds remaining over to the payment of said indebtedness and interest, or so much thereof as remains unpaid, and the balance of such proceeds, if any, shall be paid to the said first party, or the first party's legal representatives.

The said second party hereby covenants faithfully to perform and fulfill the trust herein created, not being liable or responsible for any mischance occasioned by others.

IN WITNESS WHEREOF, these presents have, on the day and year first above written, been signed and sealed on behalf of and by the first party thereto.

Avanel Heater, (Seal)
Roy E. Heater, (Seal)
Trustee (Seal)

State of Oklahoma)
County of Tulsa) SS

Before me, a notary public, in and for said county and state on this 16 day of Oct. 1922, personally appeared Avanel Heater and Roy E. Heater, her husband, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal as such Notary Public on this 16 day of Oct. 1922.