And the said party of the second part, or in case of his death, inability, refusal to act or absence from the State of Oklahoma, then the party of the third part or its secretary may appoint in writing a substitute (who shall thereupon become his successor to the title to said property and the same become vested in him in trust for the purpose and objects of these presents and with all the powers, duties and obligations thereof) may proceed to sell the property hereinbefore described, and any and every part thereof at public vendue, to the highest bidder, at the front door of the Circuit Court House of said County of Tulsa in the City of Tulsa, for cash, first giving twenty days' public notice of the time, terms, and place of sale, and the property to be sold, by advertisement in some newspaper printed and published in said county and State, and upon such sale shall execute and deliver a deed of conveyance of the property sold to the purchasers thereof and any statement or recital of facts in such deed, in relation to the non payment of the money hereby secured to be paid, existence of the indebtedness so secured, notice by advertisement, sale, receipt of the money, and the happening of any of the aforesaid events whereby the substitute may become successor as herein provided, shall become prima facie evidence of the truth of such statement or recital, and the said trustee shall receive the proceeds of said sale, out of which he shall pay, first, the cost and expense of executing this trust, including compensation to the trustee for his services and an attorney's fees of twenty-five dollars, which shall be payable upon the institution of any proceedings to foreclose this Deed by trustee's sale; and next, to third party all moneys paid for insurance or taxes, and judgments upon statutory lien claims, and interest thereon, as hereinbefore provided for; and next, the principal of such payment, and, if not enough therefor, then apply what remains; and the balance of such proceeds, if any, shall be paid to the said parties of the first part or their legal representatives; and in case of the foreclosure of this trust by suit, it is agreed that an attorney's fee of ten per cent, upon the amount found due shall be included in the judgment and decree of foreclosure.

And the said party of the second part covenants faithfully to perform the trust herein created.

COMPARED

Parties of the first part, for said consideration, do hereby expressly waive appraisement of said real estate and all benefits of the homestead exemption and stay laws of Oklahoma.

And the said party of the second part hereby lets said premises to said parties of the first part, until a sale be had under the foregoing provisions therefor, upon the following terms as conditions thereof to-wit:

The said parties of the first part, and every and all persons claiming or possessing such premises and any part thereof, by, through or under them shall or will pay rent therefor during said term, at the rate of one cent per month, payable monthly, upon demand, and shall and will surrender peaceable possession of said premises, and any and every part thereof, sold under said provisions, to said party of the second part, his successors, assignees, or purchaser thereof under such sale, within ten days after making such sale, and without notice or demand therefor.

IN WITNESS WHEREOF, The said parties have hereunto set their hands and seals the day and year first above written.

Executed in the presence of
    R. L. Ledteaman
    P. H. Smith

           J. Thomas Pittam M. D.

           Myrtle I. Pittam

State of Missouri,)
)
County of Jackson.)

Before me a Notary Public, in and for the above named County and State, on this 8th day of February, 1923, personally appeared J. Thomas Pittam and wife Myrtle I. Pittam,