

that event the said trustee is hereby authorized and empowered, and it shall be his special duty, at the request of the payee or any holder of any of the above described note to sell the above described property to the highest bidder for cash at the court house door of the county in which the property, or any ^{part} thereof, is situated at public outcry between the hours of ten o'clock A.M. and four o'clock P.M. on the first Tuesday in any month, after having given notice of such sale by posting up written or printed notices at three public places in said County of Dallas, and State of Texas, one of which notices shall be at the court house door of said county of Dallas, State of Texas, and all of which notices shall have been posted for at least twentyone days successively next before the day of sale, and after such sale, to make the purchaser or purchasers here under good and sufficient deeds, in the name of the grantors herein, conveying the property so sold to the purchasers in fee simple, with general warranty of title, and to receive the proceeds of said sale and apply the same as follows: First, to the payment of all necessary costs and expenses incident to the execution of said trusts, including a fee to the trustee of five per cent, to be estimated upon the amount realized at said sale. Second, to the payment rateably of said note then unpaid principal and accruing interest (it being understood that when default shall be made in the payment of any of said note, or any installment of interest on said note, or a failure to pay any State, County or City taxes assessed upon said property, after the same by law becomes delinquent, all the others shall become at once due and payable, at the option of the holder of holders thereof: Third: the remainder, if any there shall be after the payment of all said costs and expenses, and the principal and interest of said note, shall be paid to Williams Brothers (D. R. Williams and S. M. Williams, their - or to- heirs, assigns or legal representatives.

In case of death of the said A. S. Williams, Trustee, or of his removal from the County of Dallas, Texas, or of his refusal, failure or inability, for any reason, within 10 days after such request by the holder or holders of said note as above stipulated to make said sale or to perform said trusts, then the legal holder or holders of said note or any of them may appoint, in writing, a substitute trustee, who shall thereupon succeed to all the estate, rights, powers, and trusts hereinbefore granted to and vested in said trustee.

And it is further specially agreed by the parties hereto, that in any deed or deeds given by any trustee, or substitute duly appointed hereunder, any and all statements of facts or other recitals therein made as to the non-payment of the money secured, or as to the request to sell, the time, place, terms of sale, and property to be sold having been duly published, or as to any other act or thing having been duly done by any trustee, or substitute, shall be taken by any and all courts of law and equity as prima facie evidence that said statements or recitals do state facts, and are without question to be accepted, And we the said grantors do hereby ratify and confirm any and all acts that the Trustee, or substitute, or his successor in this trust may lawfully do in the premises by virtue hereof. Erasures and interlineations made and approved before signing.

D. R. Williams,
S. M. Williams.

Witness our hands this 14th day of January. A.D. 1924.

The State of Oklahoma)

County of Tulsa)SS
)) Before me, W. H. Mallory a Notary Public, in and for Tulsa
County, Oklahoma, on this day personally appeared D. R. Williams and S. M. Williams, known