

COMPARED

450

so pledged to secure this loan, and may pay to the said Association the difference, if any, between said book value of said Certificate and said loan, and may thereafter be discharged from making further payments hereon.

L. H. Agard

W. G. Agard

AND WHEREAS, The said parties of the first part agree with the said party of the third part to pay on demand all taxes and assessments, general or special, levied against grantor's equity in property described hereafter charged thereon or therefor, and also to keep the improvements upon said land constantly and satisfactorily insured for the sum of at least seventy-five Hundred Dollars, until said note be paid, and the policy or policies thereof constantly assigned and delivered unto said party of the third part for further securing the payment of said note, with power to demand, receive and collect all moneys becoming payable thereunder and so apply the same toward the payment of said notes unless otherwise paid, and also keep said land and improvements free from all statutory liens whatever, and also to pay all dues as stockholders as mentioned in said note. Now if said note and interest thereon and all the covenants and agreements herein contained whether expressed or implied be faithfully kept and performed, then these presents including the lease hereinafter set forth shall be void, and the property hereinbefore conveyed shall be released at the expense of the parties of the first part but if default be made in the payment of said note, or any part thereof, or any of the interest, thereon when due or any of our dues as stockholder when due and the same shall remain due for six months, or if the parties of the first part shall become indebted to said Association in a sum equal to the gross amount of dues, interest, fines and other charges for six months, according to the By-laws of said party of the third part, then this deed shall remain in force and the whole of said indebtedness shall become due and payable. At any time hereafter, the said party of the third part, or its assigns, at its option, may pay all taxes general or special, assessed against grantors, equity or insurance, and all amounts so expended, under the provisions of this Deed, together with eight per cent per annum interest on all such expenditures, shall become a debt, due additional to the indebtedness aforesaid, and secured in like manner by this Deed of Trust. 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,