

and also to 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 stockholders 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 or dues, interest, fine 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 grators, 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 Okla. 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 statements 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 as secured.} notice by advertisement, sale, receipt of the money, and the happening of any of the aforesaid events whereby the substitute may become successors 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 fee 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 judgements upon statutory lien claims, and interest thereon, as herein before provided for; and next, all of said note then due and unpaid and next, the principal ^{of such} of said notes as are not then due when payment thereof shall be demanded with interest up to the time 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 judgement and decree of foreclosure.

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