

and after such sale, to make to the purchaser or purchasers ^{hereunder} 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 to apply the same as follows: First to the payment of all necessary costs and expenses incident to the execution of said trust, including a fee to the trustee of 10 per cent to be estimated upon the amount realized in said sale. Second, to the payment, rateably of the said note, then unpaid principal and accrued 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 or 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 us the said grantors or to our heirs, assigns or legal representatives.

In case of death of the said Claude V. Birkhead, Trustee, or of his removal from the county of Bexar, 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 trust, 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 Claude V. Birkhead.

And it is further specially agreed by the parties hereunto, that in any deed or deed 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 the said statements or recitals do state facts, and are without further 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.

WITNESS our hands this 9th day of October A.D. 1909.

W.R. Ridgeway

Elizabeth Ridgeway.

State of Texas)

County of Bexar) s.s.

Before me Frank H. Booth, a Notary Public in and for said County and state, on this 13th day of October, 1909, personally appeared W.R. Ridgeway 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 the date above written.

(seal)

Frank H. Booth, Notary Public in and for Bexar County, Texas.

My commission expires June 1st, 1911.