

party of the first part, but if default be made in the payment of said note, any part thereof or any of the interest thereon when due, or in the faithful performance of any or either of said agreements as aforesaid, then the whole of said note shall become due and be paid as hereinafter provided and this deed shall remain in force, and the said party of the second part, or in case of his death inability refusal to act, or absence from said Indian Territory then whoever shall be sheriff of Indian Territory County, Missouri, at the time when any such advertisement and sale are to be made (who shall thereupon for the purposes of that advertisement and sale succeed to the second party's title to said real estate and the trust herein created, respecting the same) may proceed to sell the property hereinbefore described, and any and every part thereof at public vendue, to the highest bidder, at the east front of the Post office of Broken Arrow in Indian Territory, aforesaid, 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 Broken Arrow;-----and upon such sale, shall execute and deliver a deed of conveyance of the property sold to the purchaser or purchasers thereof and any statement or recital of facts in such deed in relation of 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 Sheriff may become successors as herein provided, shall be 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 expenses of executing this trust, including compensation to the Trustee for his services; and next, to said third party or his endorsee or assignees, upon the usual vouchers therefor, all moneys paid for insurance and taxes, and judgment upon statutory lien claims, and interest thereon as hereinbefore 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 the what remains; and the balance of such proceeds, if any, shall be paid to the said party of the first part or his legal representatives.

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

And the said party of the second part hereby lets said premises to said party 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 party of the first part, and every and all persons claiming or possessing such premises and any part thereof by, through or under him shall or will pay rent therefor during said term at the rate of one cent per month payable monthly on 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 purchasers thereof under such sale, within ten days after making of such sale, and without notice or demand therefor