

written hand bills posted up in ten public places in the vicinity of said land, at which sale, said party of the second part or its assignee or attorney in fact, may bid and purchase as any third person might do, and said party of the first part hereby authorize and empowers said party of the second part, or its successors or assigns to convey said property to any purchaser at said sale, and the recitals of the deed of conveyance shall be taken as prima facie true, and the proceeds of said sale shall be applied first to the payment of all costs and expenses attending said sale, second to the payment of said debt and interest, and the remainder, if any, shall be <sup>paid</sup> applied to said party of the first part.

And, Whereas, default has been made in the payment of the semi-annual interest due August 1st, 1909 and February 1st 1910, and the First State Bank on March 2nd, 1910, by virtue of the power conferred upon it as the assignee of the said Inter-State Mortgage and Trust Company, and by said mortgage, as the legal holder of said note and mortgage, did declare the whole sum of Twenty five Hundred Dollars, and its accrued interest due and payable.

and Whereas on the said date, the said First State Bank of Broken Arrow, did give public notice, by printed or Type-written Handbills posted in ten public places in the vicinity of said property of the time, and place and terms of sale, said notice being in words and figures as follows:

:--Notice of Mortgagee's Sale:--

The First State Bank of Mortgagee The Farmers Trading Company, Mortgagees.....

Whereas on the 23rd day of February 1906, The Farmers Trading Company, a corporation, organized and existing under the laws of Arkansas, in force in the Indian Territory, of Broken Arrow, Indian Territory (Now Oklahoma) did make, execute and deliver to the Inter State Mortgage Trust Company, with its southwestern office at Parsons Kansas, a certain mortgage with power of sale, given to secure the payment of its certain promissory note, of the date of February 23rd, 1906, in the sum of Twenty five Hundred Dollars (\$2500.00) with interest thereon from said date until paid, at the rate of six per cent, payable semi-annually on the first day of February and August of each year, until paid, Said note being due on February 1st, 1911.

Whereas the said mortgage conveys to the said Inter-State Mortgage Trust Company, the following described real estate, now located in the County of Tulsa, State of Oklahoma, but at said time being in the Western Judicial District of the Indian Territory, to wit:

Lots, 2, 3, 4, and 5 in Block 47 of the Town of Broken Arrow, together with the appurtenances thereunto belonging:

And whereas, the said Inter-State Mortgage Trust Company, for and in consideration of value received, on October 28th, 1909, assigned and set over and transferred said note and mortgage to the First State Bank of Broken Arrow, Oklahoma, and said bank is now the owner and holder of said evidence of debt.

And whereas, default having been made in the semiannual interest due and payable August 1st, 1909, and February 1st, 1910;

And whereas provision is made that if the maker shall fail to pay any of said money, either principal or interest, when the same becomes due and payable, etc., the said holder of the note, hereby secured, at his option only, may declare the whole sum of money to wit: principal and interest due and payable, and the said First State Bank of Broken Arrow, Oklahoma, the owner and holder of said note, now exercises its said option and declares the whole amount of said, mentioned above due and payable, to wit the sum of the principal \$2500.00 and its accrued interest.

And whereas said mortgage provides for the sale of said above described real estate