

the said first parties fail or refuse to pay the said debt, or the said interest or any part thereof, when the same or any part thereof shall become due and payable, according to the true tenor, date and effect of said note then the whole sum shall become due and payable, and this deed shall remain in full force, and the said party of the second part, or in case of his absence, death or refusal to act, or disability in anywise, the (Then) acting Sheriff of Tulsa County Oklahoma, at the request of the legal holder of the said note may proceed to sell the property hereinbefore described, or any part thereof at public vendue, to the highest bidder, at the Court House door in the City of Tulsa, Tulsa County, Oklahoma for cash, first giving 30 days public notice of the time terms and place of sale and of the property to be sold by advertisement in some newspaper printed and published in the City of Tulsa, and upon said sale shall execute and deliver a deed in fee simple of the property sold, to the purchaser or purchasers thereof, and receive the proceeds of said sale, and any statement of facts or recitals by the said Trustee, in relation to the non payment of the money secured to be paid, the advertisement, sale, receipt of the money, and the execution of the deed to the purchaser shall be received as Prima Facie evidence of such fact, and such Trustee shall, out of the proceeds of said sale, pay, first the costs and expenses of executing this Trust, including legal compensation to the Trustee for his services, and next shall apply the proceeds remaining over to the payment of said debt and interest or so much thereof as remains unpaid and the remainder, if any, shall be paid to the said parties of the first part, or their legal representatives And the said party of the second part covenant faithfully to perform and fulfill the Trust herein created, and being liable or responsible for any mischance occasioned by others.

In witness whereof, the said first parties have hereunto set their hands and seals the day and year first above written.

Leslie P. Huey (seal)

Kathryne A. Huey (seal)

State of Missouri, City of St Louis, SS.

On this 3d day of June A.D. 1910, before me personally appeared Leslie P. Huey and Kathryne A. Huey, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

In Testimony whereof, I have hereunto set my hand and affixed my official seal at my office in City of St Louis, Missouri the day and year first above written.

My commission as Notary Public will expire on the 17th day of December 1910.

(seal)

Claude O. Percy, Notary Public.

Filed for record at Tulsa, Okla Sep. 15, 1910 at 9:05 o'clock A.M.

H.C. Walkley, Register of deeds (seal)

COMPARED

REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That William F. Brady and Emma A. Brady his wife of Tulsa County, State of Oklahoma, first parties, for and in consideration of the sum of One Hundred forty and No/100 dollars, the receipt of which is hereby acknowledged, do hereby mortgage and convey to Humphrey &