ing; and the said Trustee, or his successor, at the request of the beneficiary of this trust, or of the holder of said indebtedness, or the note or notes evidencing same, may take possession of said property, and, after first advertising once a week for four consecutive weeks giving the time, place, and terms of sale in some newspaper published in the County wherein the property is located to sell to the highest and best bidder for cash; and, out of the proceeds of said sale, he will, first, pay all the costs and expenses incident to the execution and foreclosure of this trust, including reasonable attorney's fees, and commissions to the Trustee; and, second, pay the indebtedness secured hereby that may then remain unpaid, principal and interest, including such taxes, liens, and insurance premiums as may have been paid by the Trustee or the holder of said indebtedness, as hereinbefore authorized; and, third, pay the balance, if any, to the undersigned, or order.

It is expressly agreed and understood that, in the event of a sale under this trust, all rights to the equity of redemption, homestead curtesy and dower are expressly waived and relinquished—the purchaser's title to be absolute, and the said Trustee, or his successor, shall execute a deed or deeds to the purchaser conveying a fee simple title.

They further agree that, from the date of a conveyance of said property by the Trustee, they or persons in privy, shall become the tenants at will of the purchaser and agree to surrender to said purchaser immediate possession of said property, and, upon failure to do so, the same may be recovered as in actions of unlawful entry and detainer.

Should the Trustee herein named die or resign, or, for any reason, refuse or be unable to act as Trustee hereunder, at any time when action under the foregoing may be required, or should the holder of the indebtedness hereby secured, for any other reason satisfactory to him or it, desire the appointment of a substitute Trustee, then and in such event they authorize and empower the holder of the note or notes evidencing said indebtedness to nominate and appoint a successor Trustee, by an appointment in writing, duly acknowledged and recorded, and such substitute Trustee, when so appointed, shall become the Trustee hereunder in the place and stead of the Trustee herein named, and shall be vested with the title to the property hereinbefore described, for the purposes herein expressed, and clothed with all the powers and duties herein mentioned.

The necessity of the Trustee giving bond or making oath is hereby waived.

In witness whereof the said grantor Fred C. Tidwell and wife, Paula Tidwell hereunto subscribed their names, on e. this 23rd day of February, 19 62

Fred C Tidwell

Paula M. Tidwell

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF ARKANSAS }
} ss
COUNTY OF JEFFERSON }

Personally appeared before me Juanita Jones a Notary Public in and for said State and County, duly appointed, commissioned, qualified and acting Fred C. Tidwell and wife, Paula Tidwell, the within named bargainor s, with whom I am personally acquainted, and who acknowledged that they executed the within and foregoing instrument for the purposes therein contained.

Witness my hand and Notarial Seal, this 23rd day of February, 19 62

Juanita Jones Notary Public

My commission expires August 1, 1964

JUANITA JONES NOTARY PUBLIC JEFFERSON COUNTY, ARK.