Second, said party of the first part hereby agree to pay all taxes and assessments levied upon said premises, or chargeable against said mortgage and promissory note or interest, when the same due and to keep all improvements in good repair and not to commit or allow waste to be committed on the premises, and if default be made in any of such payments, or if default be made in the payment of any amount secured by the first mortgage above referred to, or any condition of said first mortgage be broken; the said party of the second part or the legal holder or holders of this mortgage may, with or without notice, declare the whole sum of money herein secured due and payable at once, and may elect to pay such taxes, charges, assessments, and premiums; and the amounts so paid shall be a lien on the premises aforesaid and be secured by this mortgage and collected in the same manner as the principal debt hereby secured, with interest thereon at the rate of eight per cent. per annum from the date of any such payment until paid. But whether the legal holder or holders of this mortgage elect to pay such taxes, assessments and insurance premiums or not, it is distinctly understood and agreed that the legal holder or holders hereof may immediately cause this mortgage to be foreclosed, and shall be entitled to immediate possession of the premises, and the rents, issues and profits thereof.

But a failure to begin foreclosure proceedings upon default in any wise, either in the foregoing payments, or any payments or conditions hereinafter provided for, shall not be held to be a waiver of such default.

Third, First party hereby agree to pay the said promissory note and the interest thereon promptly when due; and in case first party make default in any of said payments, principal or interest, when due, this mortgage shall become immediately due and payable at the option of the second party.

Fourth, And in case of foreclosure, said grantee, or his heirs, executors, administrators or assigns (or successors or assigns) shall have the power to sell said property at public sale to the highest bidder for cash, in Tulsa, Ind. Ter. public notice of the time and place of said sale having first been given by advertising for ten days in some newspaper published in Tulsa, Ind. Ter. by at least two insertions, or by written or printed notices posted in five public places in the 28th Recording District for a period of ten days immediately prior to such sale, at which sale the second party or his heirs, executors, administrators or assigns (or successors or assigns) may bid and purchase as any third party might do. And it is hereby agreed that the said grantee, his successors, or assigns shall have the privilege of selling said property together or in lots or parcels, as to it shall seem expedient; and we hereby authorize the said second party, his successors or assigns, to convey an absolute title therein, 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 of said sale, second, to the payment of the debts and interest thereon secured, and the remainder or residue, if any there be, shall be paid to the grantors or their heirs, ex-