

that these presents shall be void, otherwise to remain in full force. and it is further agreed, if default shall be made in the payment of said sum of money or any part thereof, principal or interest, or upon a failure to conform to or to comply with any of the conditions and provisions contained in this mortgage, then the indebtedness hereby secured shall, at the option of the party of the second part, or the legal holder or holders of the said note, become due and payable at once without notice.

The party of the first part further agrees that during the existence of this mortgage he will keep insured against damage by fire all buildings for the time being upon the said premises in the sum of at least \$10,000, in some responsible insurance company or companies

which shall be satisfactory to the legal holder or holders of this mortgage; said policy or policies of insurance to be issued in favor of the said party of the second part, his heirs, or assigns as their respective interests may appear.

The party of the first part hereby agrees that during the term for which this mortgage shall run, he will pay all taxes, rates and charges which now are, or shall or may be, at any time or times hereafter during the said term, taxes, assessments or charges upon the said above described premises, or any part thereof, and that if the said party of the first part shall fail or neglect to maintain policies of insurance upon said premises, or shall fail or neglect to pay the said taxes, rates and charges as is hereinabove agreed, then the party of the second part, his heirs, or assigns, shall have the right to take out such insurance and to pay such rates, taxes and charges as they become due, and the party of the first part agrees to pay for the same, and that the party of the second part may enforce payment of the amount so paid by him therefor, without waiver of or prejudice to any other rights held by him under this instrument.

It is further agreed that in case default be made in the payment of said indebtedness as is herein set forth, or if the party of the first part shall violate any of the agreements and provisions herein contained, then the party of the second part, his heirs, or assigns are hereby authorized and empowered to sell the said property at public sale, to the highest bidder, for cash, at Muskogee, Indian Territory; public notice of the time and place of said sale having been first given ten days by advertising the same in some news paper published in the said town of Muskogee Indian Territory; at which sale the said party of the second part, his heirs or assigns may bid and purchase as any third person might do.

The sole consideration of this mortgage being for money loaned to the party of the first part, the party of the first part hereby waives any and all rights of appraisal, sale or redemption which are by law provided.