than fee simple free clear and unencumbered; or if the premises herein mortgaged be levied upon in execution, or be conveyed or assigned voluntarily or involuntarily to any assignee trustee or commissioner in insolvency or bankruptcy; or if proceeding be become by an executor administrator or guardian, or if any other judicial proceedings for the sal of said premises be instituted the whole sum of money herein secured with accrued interest shall become due and payable at the option of the said third party without notice and

(A) Thereupon this deed of trust may be foreclosed at once for the whole of said money accrued interest and costs and

(B) said third party or any legal holder thereof shall at once be entitled to the immediate possession of the above described premises and may at once take possession and receive and collect the rents issues and profits thereof and the occupant or occupants of said mortgaged real estate shall pay rent to the third party only.

Fifth: that the contract embodied in this deed of trust and the notes secured hereby shall in all respects be governed and construed according to the laws of the Indian Territory at the date of their execution.

Sixth; that upon the institution of proceedings to foreclose this deed of trust the plaintiff therein shall be entitled to have a receiver appointed by the Court to take possession and control of the premises described herein and to collect the rents and profits thereof under the direction of the court without the further proof required by statute.

Seventh: That any failure promptly to exercise any option hereby given or reserved shall not prevent the exercise of any such option at any time thereafter

Eighth That the said first party shall not be liable for the payment of any charges provided