of this mortgage may at his option, without notice, declare the whole sum of money herein secured, due and payable at once; or may elect to pay such taxes or assessments and be entitled to interest on the same at the rate of eight per cent per annum, and this mortgage shall stand as security for the amount so paid with such interest.

Third. Said first party agrees to keep all buildings, fences and other improvements on said real estate, in as good repair and condition as the same are in at this date, and shall permit no waste, and especially no cutting of timber, except for making and repairing fences on the place and such as shall be necessary for fire-wood for the use of the grantor's family; and the commission of waste shall, at the option of the holder of this mortgage, render this mortgage due and payable.

Fourth. And the said first party agrees to at once insure the buildings upon said premises against loss by fire, in the amount of ---- Dollars, in insurance companies approved by said second party and to at once deliver the insurance policies properly assigned or pledged to said second party; and that in the event of the failure, neglect or refusal of said first party to so insure the buildings or to re-insure the same and deliver the policies properly assigned or pledged to the said The Inter-State Mortgage Trust Company, before noon of the day on which any such policies shall expire; then said second party is hereby authorized and empowered by these presents, to insure or re-insure said buildings for said amount, and the said The Inter-State Mortgage Trust Company may sign all papers and applications necessary to obtain such insurance in the name, place and stead of said first party; and it is further agreed that in the event of loss under such policy or policies, the said second party shall have full power to demand, receive, collect and settle the same and for that purpose may in the name, place and stead of said first party, and as his agent and attorney in fact, sign and endorse all vouchers, receipts and drafts that shall be necessary to procure the money thereunder, and to apply the amount so collected toward the payment of the note, interest coupons and interest thereon hereby secured; and if any of said agreements be not performed as aforesaid, then said party of the second part or its assigns, may effect such insurance as hereinbefore agreed paying the cost thereof, and may also pay the final judgment for statutory lien claims including all costs and for the re-payment of all moneys so paid with interest thereon from the time of payment at the rate of eight per cent per annum, payable semi-annually, these presents shall be as security in like manner and with like effect as for the payment of said note and interest coupons.

Fifth. The said first party agrees that should a petition be filed to foreclose this mortgage, gain possession of said real estate or to protect the rights of the mortgagee herein, or the title to or the possession of said real estate, that they will pay an attorney's fee to be fixed, determined and allowed by the Court, and the payment thereof shall also be secured by this mortgage.

Sixth. The said first party agrees that if the maker of the note shall fail to pay any of said money either principal or interest when the same becomes due and payable, or to conform to or comply with any of the foregoing covenants, the whole sum of money herein secured, may at the option of the holder of the note hereby secured and at his option only and without notice, be declared due and payable and may be foreclosed by the holder hereof as provided for by law, or the party of the second part or the legal holder hereof, or his assigns, agent or attorney, shall have the power to sell such property or any part thereof at public sale to the highest bidder for cash at Tulsa in the Indian Territory, public notice of the time and place and terms of sale having first been given for thirty days by advertising in some newspaper published in