

superior or intervening claim or interest. Should the party of the first part default in the performance of any of these stipulations, the said third party, or its assigns, may immediately perform and discharge the same, and all amounts so expended in paying such taxes, liens or incumbrances, or in protecting said title, or in making said repairs, shall become a debt due, in addition to the indebtedness aforesaid, and secured in like manner by this deed and

Default.

It is further agreed, that any failure to pay, when due, — the aforesaid note — and coupons, whether for interest or principal; or any default in either of said covenants as to taxes, liens, incumbrances, insurance or protecting said title, as aforesaid, or any default to refund or demand any moneys which have been paid by the party of the third part, or its assigns, in account of repairs, taxes, liens, incumbrances, insurance or in protecting said title, as above provided, shall, at the option of the holder of said note — cause the note and obligations hereby secured to become forthwith due and payable, whether due or not, and sale hereunder may be made as hereinafter provided.

Performance

Now, if said coupon note — shall be promptly paid, at maturity, and if the covenants aforesaid shall be well and truly kept and all amounts expended as aforesaid shall be refunded and repaid to the said party of the third part, or its assigns by the said party of the first part, her personal representatives or assigns, then these presents shall be void and the property hereinbefore conveyed shall be released at the cost of the party of the first part: but if default be made in the payment of said coupon note, or any part thereof or either of said coupons, or the interest thereon, as they respectively become due and payable; or in case said covenants or any part thereof shall not be fully kept, then this deed shall remain in full force, and

Foreclosure

(a) Then and for this deed of trust may be foreclosed at once for the whole of said money as above mentioned, accrued interest and costs, and

Sale

(b) Said third party, or any legal holder of the note herein secured shall at once be entitled to the immediate possession of the above described premises, and may at once take possession of the same, and receive and collect the rents, issues and profits thereof, and the occupant or occupants of said real estate shall pay the same to the third party or its assigns only, and

Proceeds

(c) The said second party may proceed to sell the property herein described or any part thereof at public vendue to the highest bidder for cash, at Wagoner, D. T. in Western District after having given public notice for twenty days of the time, terms and place of sale, and of the property to be sold, by advertisement in some newspaper published in Western District, at which sale either of the said parties, or their assigns, may bid and purchase, and upon such sale, shall execute and deliver a deed, or deeds, in fee simple, conveying the property sold, to the purchaser or purchasers thereof (all the recitals whereof shall be prima facie evidence of the facts therein set forth) and receive the proceeds of said sale out of which shall be paid: First, the cost and expenses of executing this trust, and attorney's fees; second, all moneys, with interest, which have been advanced, or expended by said party of the third part, or its assigns, for either taxes, repairs, liens, insurance, or protecting said title; third, said note — and coupons, or such of them as shall then be due, whether due in this face, or by agreement herein, all the first due interest to be fully paid prior to any part of the principal, and fourth, the remainder, if any, shall be paid to said party of the first part, her personal representatives or assigns.

I hereby waive any and all rights of appraisement or redemption, the note herein secured being given for borrowed money.

It is further stipulated and agreed, that if, at any time, the trustee to whom this conveyance is made, shall fail, refuse or be incapacitated from sickness, absence, death or any other cause, from carrying out the object of