

Fourth. To pay all taxes which are due or which hereafter may become due on said real estate or which may be assessed in the Indian Territory against the said second or third parties or their assigns, on this deed of trust or the notes secured hereby.

Fifth. In case said first party shall fail or neglect to provide such insurance or pay said taxes, the said third party and assigns as aforesaid may do so and this deed of trust shall stand security for any amounts so expended by said third party, with interest at the rate of eight percent per annum.

Now, if the covenants aforesaid shall be well and truly kept by the said first party, then the property hereinbefore conveyed shall be released at the cost of the said first party, but if said first party or assigns shall fail to pay either principal or interest, when the same becomes due; or any note given as evidence of interest or any extension of the time of payment of the debt herein secured when the same shall be due; or shall permit or suffer waste to be done on said premises; or fail to comply with any of the foregoing covenants or agreements, the whole sum of money herein secured, with accrued interest, shall become due and payable at the time of the said third party and assigns as aforesaid, without notice, and this deed of trust may be foreclosed at once for the whole of said money, accrued interest and costs, and said third party, or any legal holder of said indebtedness, 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 said third party and assigns as aforesaid only, and the said second party may proceed to sell the said property hereinbefore described, at public vendue, for cash, at any front door of any United States or State Court House, or building used as any such at time of such sale, in the 28th Recording District Indian Territory, or within the county in which said land or any part may then be situated, first giving three weeks' notice of the time, terms and place of sale, and of the property to be sold, by advertisement in some newspaper published in said 28th Recording District, or in the County in which said land or any part may then be situated (at which sale either of said parties, or their assigns, may bid and purchase as if they were strangers to this deed), and upon the said sale and payment of the purchase money shall execute and deliver a deed of the property sold to the purchaser; and any statement of facts or recitals by said trustee, in relation to the nonpayment of the money secured by this deed of trust, the advertisement, sale, receipt of the purchase money and the execution of the deed shall be received as prima facie evidence of such facts, and the said trustee shall, out of the proceeds of such sale pay, first, the costs and expenses of this trust, second, whatever sum may be unpaid on the notes aforesaid and all sums which may have been laid out and expended by said third party and assigns for taxes and insurance, and the remainder, if any, shall be paid to said first party or legal representatives.

As for any such default the third party or assigns as aforesaid may proceed to foreclose this deed of trust as a mortgage in any court having jurisdiction.

And it is further stipulated and agreed by and between the parties hereto, that in case the said second party shall refuse to act, shall be absent from the Indian Territory, sick, dead, or from any cause incapable of acting in the execution of this trust, a successor may be appointed by said third party or assigns, who shall discharge this trust, and exercise therein the same power hereby conferred on the said second party and with like effect.

It is the intention of the parties to this contract to conform strictly to the laws of the Indian Territory relating to money, and no greater amount shall be collected than is allowed thereby; and, if for any reason any greater amount is received or collected at any time before the final payment and discharge of the debt, the same shall be credited thereon as of the date it was received or collected.

In Witness Whereof the said first party have hereunto set their hands and seals, the day and year herein first above written.

R. W. Kerr, (Seal)      George B. New (Seal)