

Last.

covenants, or if the title of the mortgagor is other than fee simple, clear and unencumbered, or if said premises be levied upon by execution, or if the premises herein mortgaged be assigned voluntarily or otherwise to any trustee or commission in insolvency or bankruptcy, or if proceedings be begun by an executor, administrator or guardian, or if any other judicial proceedings involving the said property be instituted, the whole sum of money herein procured, with the accrued interest, shall become due and payable without notice and thereupon 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 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 and profits thereof.

Fifth;—Now, if the said first party shall well and truly keep and perform all the covenants and agreements herein, then this deed shall be void, but if any default be made in any of the conditions thereof, the whole of said indebtedness shall become due and payable and this deed shall remain in full force and effect, and the said second party may proceed to sell the property herein described for the satisfaction of said indebtedness together with all accrued interest thereon, costs and expenses of this trust at public vendue for cash at the Court House at the City of Tulsa, Indian Territory, first giving three weeks notice of the time, terms and place of sale and of the property to be sold, by advertising in some newspaper published in said city at which sale, either of the 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 the said trustee shall, out of the proceeds of such sale, pay, first the costs and expenses of this trust, including attorney's fee should same be incurred; second—whenever same may be in arrears and unpaid on notes hereon and all sums which may have been expended for taxes and insurance by the said third party.

And it is further agreed by and between the parties