repaid by said first party on demand.

If there shall be a failure to pay said principal or interest or any part thereof, or of any notes given in renewal of the notes herein mentioned, when the same, or any part thereof becomes due, or to comply with any covenant, agreement or condition of this indenture, then the whole of the indebtedness secured hereby shall, without notice, at the option of the Trustee or the legal holder or holders of said notes, or either of them, become immediately due and payable, and the said Trustee acting for himself, or at the request of such legal holder, may proceed to sell the property hereinbefore described, or any part thereof, at public vendue to the highest bidder for cash, first giving twenty days public notice of the time, terms, and place of sale, and of the property to be sold, by advertisement in some newspaper published in the District (or should Indian Territory become a State, then the County) where the said lands or a part thereof are situated; and, upon such sale shall execute and deliver the necessary deed, or deeds, in fee simple of the property sold to the purchaser or purchasers thereof, and receive the proceeds of such sale, and all recitals in such deed or deeds shall be received as prima facie true, and evidence of facts, and the purchaser or purchasers shall not be bound to inquire whether any default has been made or whether any money remains due on the security or otherwise, or as to the propriety or regularity of the sale; and such Trustee, shall, out of the proceeds of such sale, pay, first the fees, costs and expenses of executing this trust, including attorneys fees and a reasonable compensation to himself for his services, and next apply the proceeds remaining over to the payment of the moneys laid out under the terms hereof and interest thereon at the rate of eight per cent, per annum from the date of such expenditure, and thereafter to said original debt and interest, or so much thereof as remains unpaid; and the remainder if any, shall be paid to the said party of the first part, his heirs or assigns.

And the party of the first part further agrees that if default be made in the payment of any of said interest notes or any part thereof, or of said principal sum, or any part