fail to pay either principal or interest, when the same becomes due; or any notes given in renewal of the notes herein; or any notes 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 in case said mortgagors or any purchaser or purchasers of said real estate from the mortgagors, shall permit waste upon said premises or suffer the same to be done thereon; or fail to conform to or comply with any of the foregoing covenants or agreements; or if title of mortgagors is other than fee simple, free, clear and unencumbered; or if the premises herein mortgaged be levied upon in execution, or be conveyed or assigned voluntarily, or involuntarily, to any assignee, trustee or commissioner in insolvency or bankruptcy; or if proceedings be begun by an executor, administrator or guardian, or if any other judicial proceedings for the sale of said premises be instituted, the whole sum of money herein secured with accrued interest shall become due and payable at the option of the said third party without notice, and,

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

(b) 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, issues and profits thereof, and the occupant or occupants, of said mortgaged real estate shall pay rent to the third party only.

Fifth- That the contract embodied in this deed of trust and the notes secured hereby shall in all respects be governed and construed according to the laws of the Indian Territory at the date of their execution.

Sixth- That upon the institution of proceedings to foreclose this deed of trust, the plaintiff therein shall be entitled to have a receiver appointed by the court to take possession and control of the premises described herein, and to collect the rents and profits thereof, under the direction of the court, without the further proof required by statute.

Seventh- That any failure promptly to exercise any option hereby given or reserved, shall not prevent the exercise of any