

sum than the amount of said indebtedness then unpaid; but it is expressly agreed that every such contract of insurance effected by said parties of the first part their heirs legal representatives or assigns shall be primarily subject to appropriation for the benefit and security of said indebtedness.

Now therefore if the said parties of the first part shall pay or cause to be paid the principal sum and interest above specified in manner aforesaid together with all costs and expenses of collection if any there shall be, and any costs charges or attorneys fees incurred and paid by the legal holder of said note in maintaining the priority of this deed of trust deed and shall perform all and singular the covenants herein contained, then the estate hereby granted shall cease and this deed shall become null and void, and be released at the expense of the said parties of the first part; but in case of default in payment of any installment of interest, or in the performance of any of the covenants and agreements herein contained then, or at any time thereafter during default, the legal holder of said note may, without notice, declare the entire debt hereby secured immediately due and payable and thereupon, or in case of default in the payments of said promissory note at maturity the said party of the second part, or his successor in trust shall be entitled to the immediate possession of said premises and of the rents issues, and profits thereof and may proceed to sell said premises at the Court House door in the City or Town of Tulsa in the twenty eighth recording district of the Creek Nation, Indian Territory, at public vendue to the highest bidder for cash, first giving not less than twenty days notice of the time terms and place of sale and the property to be sold by advertisement in some newspaper printed and published in the City or Town aforesaid and upon such sale shall execute and deliver a deed in fee simple of the property sold