It is further agreed, by the said first parties hereto, that they will keep the improvements on said real estate, now existing or hereafter made thereon from time to time, constantly insured against fire, until said notes are paid, in the sum of at least Three hundred (300) Dollars, in such companies as said party of the second part may designate, said policies to be placed in the hands of said party of the second part, and that in every such contract or policy of insurance provision shall be made that all payments for losses sustained thereon insured against shall be paid to the said party of the second part, or to his heirs, successors or assigns, as his or their interest may appear, to be used in the payment of said notes and the interest thereon as aforesaid, if not otherwise paid, but said party of the second part may allow the parties of the first part, or those having the said parties of the first parts estate in the premises, to use the same for the repair of the injuries caused by the said fire, provided such repairs be made and completed without unnecessary delay.

And it is further stipulated, that in case the said parties of the first part shall make default in the payment of the taxes or assessments against said real estate as and at the times required by law, or of keeping said buildings insured as aforesaid, then the said second party, or his legal representatives, may pay such taxes or assessments and effect such insurance, and the amount so expended therefor, with interest at the rate of 8 per cent per annum from the date of such expenditure until paid, shall be considered a sum the payment of which is intended to be hereby secured.

It is further agreed, that should a petition be filed to foreclose this mortgage, gain possession of said real estate or to protect the right of the mortgagee herein or the title or possession to said real estate, that said mortgagor will pay a reasonable attorney fee, and the payment thereof shall also be secured by this mortgage.

And if default be made in the payment of said note at maturity, or any of the interest notes when due, or of the taxes or assessments aforesaid, or to procure and maintain the fire insurance as aforesaid, or any part of either, or if waste be committed on, or improvements are removed from the land, then in any or either event, upon the breach of any one of these conditions the whole of the sums intended to be hereby secured shall, at the option of the grantee hereof, or the legal holder hereof, become immediately due and payable without notice, and the grantee or the legal holder, or his assignee, agent or attorney, shall have the power to sell said property, or any part thereof, at public sale to the highest bidder for cash at the then front court house door, in Tulsa, Indian Territory, public notice of the time and place, and terms of sale having first been given thirty days by advertising in some newspaper published in, or of general circulation in said town or territory, or by printed or written hand bills posted in ten public places in the vicinity of said land, at which sale the said grantee or assignee may bid and purchase as any third person might do, and the said parties of the first part hereby authorize the said grantee, or his assigns, to convey said property to any purchaser at said sale, and the recitals of its deed of conveyance shall be taken as prima facie true, and the proceeds of said sale shall be applied, first, to the payment of all costs and expenses attending said sale; second, to the payment of said debts and interest, and the remainder, if any, to the grantor.

It is further agreed, that the said parties of the first part hereby waive all rights of appraisement, sale or redemption and homestead in and to said mortgaged premises.