of said real estate; that the same is free from all incumbrances, and that said first party will Warrant and Defend the same unto the said second party or his successors in said trust, against the lawful claims of all persons, and the said first party hereby expressly releases, relinquishes, waives and conveys to said second party all rights of homestead, appraisement, redemption, or dower in said premises, In Trust, however, for the following purposes:

The said first party hereby Covenants and Agrees with the said second and third parties as follows:

First. To pay the principal of said loan, and the interest thereon, according to the conditions hereinbefore set forth,

Second. To keep all buildings, fences, and other improvements on said real estate in as good repair and condition as the same are in at this date, and permit no waste, especially no cutting of timber, except for the making and repairing of fences on the place and such as shall be necessary for firewood for use on the premises.

Third. To keep the buildings now or hereafter erected on said land constantly insured in some company satisfactory to said third party or assigns, the holders of said indebtedness, for the insurable value thereof, and the policies assigned and pledged and delivered to said thirty party and assigns as aforesaid, with full power to demand, receive and collect all moneys becoming payable thereupon, and apply the same toward the payment of said indebtedness; and this mortgage shall be a lien upon all insurance held by said first party or assigns upon said premises, whether the policies therefor are assigned or not, until said indebtedness is paid.

Fourth. To pay all taxes which are due or which hereafter may become liens on said real estate or which may be assessed in the Indian Territory against the said second or third parties or their assigns on this deed of trust or the notes secured hereby.

Fifth. In case said first party shall fail or neglect to provide such insurance or pay said taxes, the said third party and assigns as aforesaid may do so and this Deed of Trust shall stand security for any amounts so expended by said third party with interest at the rate of eight per cent per annum.

Now, if the covenants aforesaid shall be well and truly kept by the said first party, then the property hereinbefore conveyed shall be released at the cost of the said first party, but if said first party or assigns shall fail to pay either principle or interest when the same becomes due; or any notes given as evidence of interest on any extension of the time of payment of the debt herein secured when the same shall be due; or shall permit or suffer waste to be done upon said premises, or fail to comply with any of the foregoing covenants or agreements, the whole sum of money herein secured with accrued interest, shall become due and payable at the option of the said third party and assigns as aforesaid, without notice, and this Deed of Trust may be foreclosed at once for the whole of said money, accrued interest and costs, including an attorney's fee of \$25, and said third party or any legal holder of said indebtedness, 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 and assigns as aforesaid only, and the said second party may proceed to sell the said property hereinbefore described, at public vendue, for cash, at any front door of any United States or State Court House, or building used as any such at time of such sale, in the 26th Recording District, Indian Territory, or within the County in which said land or any part of it may then be situate, first giving three weeks' notice of the time, terms and place of sale, and of the property to be sold, by advertisement in some newspaper published in said 26th Recording District, or in the County in which said land or any part of it may then be situate, (at which sale either of 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 any statement of facts or recitals by said Trustee in relation to the non-payment of the money secured by this Deed of Trust, the advertisement, sale, receipt of the purchase money and the execution of the deed shall be received as prima facie evidence of such facts; and the said trustee shall, out of the proceeds of such sale pay first, the costs and expenses of this trust; second, whatever sums may be unpaid on the notes aforesaid