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 said 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 attorney's 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 thereof, when the same comes due, whether by the terms of said interest notes or principal note, or because of the exercise of their option by the Trustee or the legal holder or holders of said notes, or either of them, to declare the same due as herein provided, it shall be lawful for said party of the second part, in his own name or otherwise, or for the owner of the principal note hereby secured, to bring an action in any Court having jurisdiction thereof for the foreclosure of this mortgage, and the costs, abstractor's and attorney's fees thereby incurred shall be a further lien upon the security herein mentioned.

In case of the death, disability, resignation, absence or refusal of said Trustee, Harry Lee Taft to act, then Orew E. Taft of Chicago is hereby appointed to be his successor in trust, with the same rights and powers hereby vested in said Harry Lee Taft, and his act as such successor shall be sufficient evidence of his right and duty to act as such successor; and the said Harry Lee Taft and Orew E. Taft shall each have and are hereby given the power to delegate his authority to act as such Trustee, to the other, by power of attorney duly executed, acknowledged and recorded; and in case of foreclosure by advertisement the acting Trustee need not be present at the place of sale, and is hereby given full authority to appoint an agent or attorney, who in the name and place of such Trustee may make, attend, or supervise the sale of said premises, receive bids, make contract with the purchaser or postpone the sale if he see fit, and the acting Trustee's deed in fulfillment of such sale as aforesaid shall be conclusive evidence of the regularity of the appointment and acts of such agent or attorney; and if at any time the said Trustee and successor in trust, to whom this conveyance is made, shall refuse, or be incapacitated through any cause, from carrying out the object of this trust, then the legal holder or holders of the principal note secured hereby shall have the right to appoint a trustee in his place by endorsement of such appointment on this deed, which substituted Trustee shall have the same powers in every respect as are conferred upon the Trustee of this deed, and the endorsement aforesaid shall be prima facie evidence that a necessity has arisen for the appointment of such substituted Trustee under the provisions of this deed.

Provided Always, That if the said first party shall fully keep and perform all the covenants and agreements hereinbefore