Second - To keep all buildings, fences and other improvements on said real estate in as good repair as the same are in at this date; to commit or permit no waste, especially no cutting of timber, except for making and repairing of fences on the place, and for necessary fire wood to be used on the premises;
Third - To pay the taxes on said premises before delinquency, and to pay all taxes that may be levied in the Dakota Territory upon the notes or indebtedness secured hereby, or upon the lien hereof before said taxes become delinquent; and deliver to the Trustee at the office of Pearsons & Taft, Chicago, Illinois, immediately after paying the taxes, assessments, or liens as aforesaid, receipts of the proper person for the payment thereof.
Fourth - To keep in force such insurance on the buildings on said premises and in such form as shall at all times be satisfactory to said second party, or the legal holder or holders of the notes;
Fifth - In case any suit or proceeding arises to which the holders of said note, or either of them, or said Trustee, shall be a party on account thereof, to pay their reasonable charges, expenses and attorney's fees incurred therein;
Sixth - That the said second party, or the holder of said notes, may pay such sums last named, pay all delinquent taxes assessed against said premises, this note or lien as herein provided, redeem said premises from tax sale, remove all statutory or other liens, or adverse titles therefrom, without inquiring into the validity of any tax deed or tax sale, or of any lien or incumbrance so paid or redeemed from, or procure said insurance on failure of said first party so to do, and all moneys so advanced, with interest at eight per centum per annum from the date of such expenditures shall be secured by this indenture, and repaid by said first party on demand.
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