Trustee or the legal holder or holders of said note, or either of them, become immediately due and payable, and the said Trustee acting for himself, or at the request of such legal holders 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 the 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 said note or any part thereof, or of the interest thereon or any part thereof, when the same becomes due, whether by the terms of said note or because of the exercise of their option by the Trustee or the legal holder or holders of said note 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 note hereby secured, to bring an action in any Court having jurisdiction thereof for the foreclosure of this mortgage and the costs, abstractors and attorney's fees thereby incurred shall be a further lien upon the security herein mentioned.