It is further agreed that in case the party of the second part, his legal representatives, successors or assigns, shall hereafter appear in any of the Land Departments of the General Government, or before the Commissioner to the Five Civilized Tribes at Muskogee, Okla or before any United States Indian Agency, or in any court or tribunal whatever, in order to secure or protect the title to or possession of said premises, or to remove any cloud or clouds from the title thereto that all such costs and expenses occasioned thereby shall bear interest at eight per cent from the date of expenditure and this mortgage shall stand as security for the same, and in case of the foreclosure of this mortgage, and as often as any proceedings shall be had or taken to foreclose the same, the holder hereof may recover from the first party an attorney's fee of fifty dollars, which sum shall be due upon the filing of petition in foreclosure and this mortgage shall stand as security for such attorney's fee.

And it is further agreed and understood that upon a breach of the warranty herein, or upon failure or refusal to pay the principal indebtedness hereby secured when due, or any part thereof, or any interest thereon when due, or any tax or assessment herein mentioned, or to maintain insurance as herein provided for, to permit mining or strip pitting for coal or other substance on said premises contrary to the provisions of this mortgage, or a failure to obtain the said insurance, such, regardless of other money or thing