

then the said second party, or its legal representative, may pay such taxes or assessments and effect such insurance, and the amount expended therefor, with interest at the rate of 8 percent per annum from date of such expenditure until paid, shall be considered a sum the repayment of which is intended to be hereby secured.

It is further agreed, that should a petition be filed to foreclose this mortgage, to gain possession of said real estate or to protect the right of the mortgage herein or the title or possession to said real estate, that said mortgagor will pay a reasonable attorney fee, and the payment thereof shall also be secured by this mortgage.

And if default be made in the payment of said note at maturity, or any of the interest notes when due, or of the taxes or assessments aforesaid, or to procure and maintain the insurance as aforesaid, or any part of either, or if waste be committed on, or improvements be removed from the land, then, in any or either event, upon the breach of any of these conditions, the whole of the sums intended to be hereby secured shall, at the option of the grantee hereof, or the legal holder hereof, become immediately due and payable, without notice, and the grantee or legal holder, or its assignee, agent or attorney, shall have the power to sell said property, or any part thereof, at public sale to the highest bidder for cash at the front door of the Court House in Tulsa, Indian Territory, public notice of the time and place, and terms of sale having first been given thirty days by advertising in some newspaper published in, or of general circulation in said town or territory, or by printed or written hand bills posted in ten public places in the vicinity of said land, at which sale the said grantee may bid and purchase or any third person might do, and the said parties of the first part hereby authorize the said grantee or its assigns, to convey said property to any purchaser at said sale, and the recitals of its deed of conveyance shall be taken as prima facie true, and the proceeds of said sale shall be applied, first, to the payment of all costs and expenses attending said sale; second, to the payment of said debt and interest, and the remainder, if any, to the grantors.

It is further agreed that the said parties of the first part hereby waive all rights of appraisement, sale or redemption and homestead in and to said mortgaged premises.

In testimony whereof the parties of the first part have hereunto subscribed their names and affixed their seals this 17th day of January, 1907.

Henry W. Cady seal
Lillian O. Cady seal.
Bessie Holloway seal,
W. C. Holloway seal.