

merely; and if from any cause said property shall fail to satisfy said debt and interest, said party of the first part hereby agrees, to pay the deficiency on demand.

For the purpose of making said party of the second part, or its agent, at any time before or after the maturity of the debt above mentioned to arrive at the market value and condition of the above described property, or for comparison of property with description above given, party of the first part hereby agrees upon 10 days' notice to "resend up" or otherwise have and had said property as that same may be examined or ascertained with the loan possible delay; for the purpose of obtaining the money at that time, the party of the first part represents that he is in the absolute owner of the above described property, that the description, given, number and brands are as stated, that the same is free from any encumbrances, and that the same is now in his possession at the time specified in this mortgage. It is understood and agreed that this mortgage shall be valid between the several signatories, successors or assigns of the parties hereto or either of them; and that the words used in this mortgage number to designate parties shall be construed to mean and include any person, persons, firm or corporation named as party to this mortgage, do witness whereof, the party of the first part has hereunto set his hand and seal the 1st day of February in the year of our Lord one thousand nine hundred and seven.

W. M. Foster, (pool)

acknowledgment

Public Library
Western District St.

For it is understood that on this 1st day of February, 1907, before me, W. M. Foster, Jr., a Notary Public, duly commissioned, within and for said territory and District, personally appeared W. M. Foster, gentleman, well known to me to be the person described as the mortgagor in, and whose name is subscribed to the foregoing mortgage, and stated and acknowledged to me that he executed the same for the purpose and consideration therein expressed, mentioned and set forth as in and by said mortgage and certificate of said Notary Public, together with said mortgage and certificate of said Notary Public, which I have examined, set my hand and seal the day and year last above written.

W. M. Foster, Jr., Notary Public
My commission expires Dec. 4/1910.

Return Statement

Public Library
Western District St.

W. A. Foster the mortgagor above mentioned, being sworn, says that said mortgage is the legal and absolute owner of the property above described, and the same remains in his possession and under his control and is now leased - one mile north of Washakie St., on his own farm, and that the same is free from all claims or liens whatsoever, and that the said mortgagor is a resident of Creek Nation, Indian Territory.

W. M. Foster, Jr.

Subscribed and sworn to before me, this 1st day of February, 1907.

W. M. Foster, Jr., Notary Public
My commission expires Dec. 4/1910.

Filed for Record Feb. 2, 1907 - 8 a.m.

Atty. General

Deputy U.S. Clerk and ex officio Sec.