

then the party of the second part, his heirs, or assigns, shall have the right to take out such insurance and to pay such rates, taxes and charges, as they become due, and the party of the first part agrees to pay for the same, and that the party of the second part may enforce payment of the amount so paid by him therefor, without waiver of or prejudice to any other rights held by him under this instrument.

It is further agreed that in case default be made in the payment of said indebtedness as is herein set forth, or if the party of the first part shall violate any of the agreements and provisions herein contained, then the party of the second part, his heirs or assigns are hereby authorized and empowered to sell the said property at public sale, to the highest bidder, for cash, at front door of the U.S. Court House in Muskagee, Indian Territory; public notice of the time and place of said sale having been first given ten days, by advertising the same in some newspaper published in the said town of Muskagee, Indian Territory; at which sale the said party of the second part, his heirs or assigns, may bid and purchase as any third person might do.

The sole consideration of this mortgage being for money loaned to the party of the first part, the party of the first part hereby waives any and all rights of appraisement, sale or redemption which are by law provided. The party of the first part hereby authorizes the said party of the second part, his heirs or assigns, to convey the said property to any one purchasing at the said sale, and to convey an absolute title thereto, and the recitals of the deed of conveyance of the said party of the second part, his heirs or assigns, 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, shall be paid to the said party of the first part, his heirs, executors, administrators or assigns.

In witness whereof, Henry Henderson, the party of the first part, and his wife have hereunto set their hands and affixed their seals on the day and year first here-

in witness written
signed in the presence of
S. S. Evans.

Henry Henderson.

C. C. Pierce.

Acknowledgment

Be it remembered, That on this day come before me, the undersigned, a Notary Public within and for the Western Judicial District of the Indian Territory aforesaid, duly commissioned and acting as such, Henry Henderson of Catoosa, I.T., to me personally well known as one of the parties grantor in the within and foregoing mortgage, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth, and I do hereby so certify.

Witness my hand and seal as such Notary Public within the Western District of the Indian Territory, on this 23rd day of January 1907.

My commission expires Jan, 3rd 1911.

(Seal not affixed)

S. Barger, Notary Public.