

But in case of the non-payment of any sum of money either of principal, interest, fines, dues or premiums, insurance taxes, assessments or statutory lien claims at the times or times when the same shall become due, or of the breach of any covenant or agreement herein contained, then and in either case the whole amount of said sums at the option of the owner and holder hereof, shall become due and collectible in an action at law or by foreclosure, and such foreclosure may be had either by action or advertisement, and in case of foreclosure by advertisement, the owner and holder hereof is hereby authorized and empowered to cause said premises to be sold and conveyed to the purchaser in the manner provided by law, and to dispose of the moneys arising from such sale agreeably to the statute in such case made and provided.

And the parties of the first part agree that in case of the foreclosure or the commencement of foreclosure of this mortgage they will pay a reasonable attorney's fee in addition to all legal charges and costs of foreclosure, and such attorney's fee and all other legal charges and costs shall be retained out of the moneys arising from such foreclosure sale.

and for the consideration aforesaid, I, Bertha J. Smith, wife of said Walter E. Smith, do hereby release, relinquish and quit-claim unto said Union Savings Association, its successors and assigns, all my right of homestead, and rights, claim or possibility of power in and to the above described land.

In Testimony Whereof, the said parties of the first part have hereunto set their hands and seals on the day and year first above written.

Signed, sealed, and Delivered in the Presence of } Walter E. Smith (real)
Bertha J. Smith (real)

United States of America,
Indian Territory. ss.
Western District

Be It Remembered, That on this day, before me, the undersigned, a Notary Public duly commissioned and acting within and for said Territory and District, personally appeared Walter E. Smith to me well known as the person whose name appears upon the within and foregoing mortgage as one of the mortgagors, and stated to me that he had executed the same as his free and voluntary act and deed, for the consideration and purposes therein mentioned and set forth, and I do hereby so certify.