

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 money 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 money arising from such foreclosure sale. And for the consideration aforesaid I, Ella Miller wife of said M. M. Miller do hereby release, relinquish and quit claim unto said Union Savings Association its successors and assigns all my right of homestead and right to claim or possibility of dower in and to the above described land. In testimony whereof the said parties of the first part have hereunto set their hand and seal the day and year first above written. M. M. Miller seal
signed sealed and delivered in the presence of witnesses of Mark T. Lee, H. H. Pruitt { Ella Miller seal
mark

United States of America
Indian Territory } ss: Be it remembered that
Western District } on this day before me, the undersigned a notary public duly commissioned and acting within and for said Territory and District personally appeared M. M. Miller 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