

have the same to pay then such payments shall also be a charge against said property and this mortgage shall secure the same just as it secures said note and interest and I agree to pay said charges with interest thereon from the date said second party or his heirs or assigns shall have paid the same. In case of non payment of said note and interest and said charges or any part thereof when due, then the said party of the second part, his heirs, or assigns, agent or attorney in fact, shall have power to sell said property at public sale, subject to the first lien as to the said land only, hereinbefore described to the highest bidder for cash on the premises after public notice of the time and place of sale having been first given twenty days by advertisement in some news paper published in the recording district in which said land is situated, at which sale the said party of the second part, his heirs or assigns, agent or attorney in fact, may bid and purchase as any third person might do. And I hereby authorize the said party of the second part, his heirs and assigns, to convey said property to anyone purchasing the same at said sale and the recitals of his deed of conveyance shall be taken as prima facie true. And the proceeds of said sale shall be applied, first, to all costs and expenses attending said sale; second, to the paying of said debt and interest; and the remainder, if any, shall be paid to said party of the first part, or his order. The appraisement and right of redemption allowed by law are hereby expressly waived, this mortgage being given for borrowed money.

Witness our hands and seals this the 13th day of August, A.D. 1906.

Robert T. Efferson.

Charlotte Efferson

United States of America, Indian Territory, Western Judicial District, SS.

Be it Remembered, That on this day personally appeared before me, the undersigned Notary Public within and for the Western Judicial District of Indian Territory, Robert T. Efferson, to me personally well known as the party grantor in the within and foregoing mortgage, and stated and acknowledged to me that he signed and executed said instrument for the consideration and purposes therein mentioned and set forth, and also on this day voluntarily appeared before me the said Charlotte Efferson, wife of said Robert T. Efferson, also to me personally well known as one of the parties grantor in said instrument, and in the absence of her said husband, declared that she had of her own free will executed said instrument, and signed and sealed the relinquishment of dower and homestead in said instrument recited for the purposes and considerations therein contained and set forth, without compulsion or undue influence of her said husband, and I do hereby so certify.

Witness my hand and seal of office the 13th day of August 1906.

(Seal) Western Judicial District, Tulsa, Ind. Ter.

Robert E. Lynch.

My commission expires July 2nd 1910

Notary Public

Filed for Record Aug. 20, 1906, at 1:00 P.M.

Oliver Lorton

Deputy Clerk and Ex-officio Recorder.