and assigns, all her right, claim and possibility of dower and homestead in or to said real estate forever.

The foregoing conveyance is on condition that whereas said party of the first part is justly indebted to said party of the second part in the sum of Seventy Five Dollars for money loaned to the party of the first part by the party of the second part, evidenced by two promissory notes of even date herewith, with interest thereon from maturity at the rate of eight percent per annum.

Now, if said party of the first part shall pay or cause to be paid said note and the interest thereon according to the tenor and effect thereof, and do and perform each and every covenant and agreement herein expressed, then this instrument shall be null and void, otherwise to be a lien in full force and effect.

It is expressly stipulated and agreed that said party of the first part shall keep all taxes and assessments fully paid as required by law, and shall keep the buildings on said premises insured against loss or damage by fire and tornado in the sum of $750 with loss payable to said party of the second part. And in case of the failure or neglect of said party of the first part so to do, said party of the second part may pay such taxes and assessments and effect such insurance and shall be entitled to interest on the same at the rate of eight percent per annum, and this mortgage shall stand as security for the amount so paid with such interest.

The said first party agrees that if the maker of the note shall fail to pay any of said money either principal or interest when the same becomes due and payable, or to conform to or comply with any of the foregoing covenants the whole sum of money herein secured, may at the option of the holder of the note hereby secured and at his option only and without notice, be declared due and payable and may be foreclosed by the holder hereof as provided for by law, or the party of the second part or the legal holder hereof, or his assigns, agent, or attorney shall have the power to sell such property or any part thereof at public sale to the highest bidder for cash at Tulsa in the Indian Territory, public notice of the time and place and terms of sale having first been given for thirty days by advertising in some newspaper published in or of general circulation in said town or territory, or by printed or written hand bills posted up in ten public places in the vicinity of said land, at which sale said party of the second part or its assignee, agent, or attorney in fact, may bid and purchase as any third person might do. And said party of the first part hereby authorizes and empowers said party of the second part or its successors or assigns to convey said property to any purchaser at said sale and the recitals of the deed of conveyance 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 said party of the first part.

Said first party for and in consideration of the money loaned as aforesaid, hereby waives and relinquishes all rights of redemption, appraisement and homestead allowed by law.

In Testimony Whereof, Said parties of the first part have hereunto set their hands this 1st day of September, 1906.

Witness: Christopher W. Singleton (Seal)

Chas. W. West. Bessie Singleton (Seal)

Acknowledgment.

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

On this 1 day of Sept 1906, before me, Chas. W. West a Notary Public within and for the Western District in the Indian Territory, appeared in person, Christopher W. Singleton, to me personally well known as the person whose name appears upon the within and foregoing Mortgage Deed as one of the parties grantor, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth, and I do hereby so certify.