

It is further agreed and understood that the said second party may pay any taxes or assessments levied against said premises, or any other sum necessary to protect the rights of said party, or his assigns, including insurance upon buildings, and have and recover this sum from the first party, with eight (8%) per cent interest, and that every such payment shall become a debt due in addition to the indebtedness aforesaid and shall be secured by this instrument, as hereby covenanted thereby.

The Condition of The Above Obligation is such that, if the said N. W. Wells, party of the first part, his heirs, executors, administrators or assigns, shall well and truly pay, or cause to be paid to the said John W. White, party of the second part, his executors, administrators or assigns, the aforesaid sums of money, with interest thereon according to the tenor of said notes, then this instrument shall be void, otherwise to remain in full force and virtue.

And it is further agreed, that, if the party of the first part shall fail to pay the sums of money aforesaid according to the tenor of the aforesaid notes or fail to pay, when due, any sum, interest or principal secured hereby, or any tax or assessment herein mentioned, or for a breach of any warranty herein contained, or for a failure to comply with any of the requirements herein, or for any wasting or said premises, or any removal or destruction of any building or any improvement thereon, without the consent of the said second party, the whole sum secured hereby shall, at once, and without notice, become due and payable at the option of the holder hereof, and shall bear interest thereafter at the rate of eight (8%) per cent per annum, and the said party of the second part, or his executors, administrators or assigns, shall become at once entitled to a foreclosure of this mortgage, and to have the said premises sold and proceeds applied to the payment of the sums secured hereby, and that immediately upon the filing of any petition in foreclosure, the holder hereof shall be entitled to the possession of the said premises, and to collect and apply the rents thereof, less reasonable expenditures, to the payment of said indebtedness, and for this purpose the holder hereof shall be entitled to a receiver, to the appointment of which the mortgagee hereby consents, which appointment may be made either before or after the decree of foreclosure, and the holder hereof shall, in no case, be held to account for any rental or damages, other than for rent, actually received, and the appointment of said premises is hereby expressly waived.

In Witness Whereof, we have hereunto set our hands and affixed our seals on this 12th day and year first above written.

Signed in the presence of

N. W. Wells (L.S.)

Anna Wells (L.S.)

Acknowledgment.

United States of America, Indian Territory, Western District 93. Be it Remembered, Albeit on this day personally appeared before me the undersigned a duly commissioned and acting Notary Public within and for the Western District of the Indian Territory, aforesaid N. W. Wells to me personally well known to be the identical person whose name is signed as Grantor in the foregoing instrument, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth, and I do hereby so certify.

And on the same day, voluntarily appeared before me the said Anna Wells to me well known to be the wife of the said N. W. Wells, 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 for the consideration and purposes therein contained and set forth, without compulsion or undue influence of her said husband.

Witness my Hand and Seal as such Notary Public on this 12th day of October, 1906.

(Seal) Western District, Ind. Terr.

J. M. Haynes

Notary Public

My commission expires Nov-29-1908

Filed for Record Oct 13, 1906, at 4:30 P.M.

Clis Lorton

Deputy Clerk and Ex-officio Recorder.