

and assessments and offset such insurance, and the amount so expended therefor, with interest at the rate of 5 percent, from date of such expenditure until paid, shall be considered as included in the payment of which is intended to be hereby secured.

And it is further agreed that should a petition be filed to foreclose this mortgage, gain possession of said Real Estate or to protect the right of the mortgagee herein or the title or possession to said real estate that said mortgagor will pay a reasonable attorney's fee and the payment thereof shall also be secured by this mortgage.

And if default be made in the payment of said note at maturity, or any interest payment when due, or of the taxes or assessments so far as, or to foreclose and maintain such insurance, or any part or either, or if waste be committed on, or improvements be removed from the land, then in any or either event, upon the breach of these conditions, or any or either of them, the whole of the sums intended to be hereby secured shall, at the option of the grantee herein, or the legal holder hereof, become immediately due and payable without notice, and the grantee or legal holder hereof, or his assignee, agent or attorney, shall have the power to sell said property, or any part thereof, at public sale to the highest bidder for cash at the front door of the Post Office in Tulsa in the Indian Territory as same may be located at time of sale, public notice of the time and place, and terms of sale, having first been given 30 days notice by advertising in some news paper published in, or of general circulation in said town or territory, or by printed or written hand bills posted in 5 public places in the vicinity of said land, at which sale the said grantee or assignee may bid and purchase as any third person might do, and then said portion of the first part hereby authorizes the said grantee, or assignee, to convey said property to any purchaser at said sale, and the cost of such 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 debts and interest, and the remainder, if any, to the grantors. All rights of appraisal, sale or redemption and homestead are hereby waived by the grantors herein. Parties of the first part agree to pay for recording this mortgage when same is filed.

In testimony whereof the parties of the first part have hereunto subscribed their names and affixed their seals,

Witnessed:
S. M. Rodolf.

L. K. Cone. (Seal.)

W. J. Scanlan.

Edith M. Cone. (Seal)

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

Personally appeared before me S. M. Rodolf, a Notary Public within and for said District and Territory L. K. Cone and Edith M. Cone, Husband and Wife, to me well known as the identical persons whose names appear to and upon the within and foregoing instrument, as parties, grantor and acknowledged to me that they had executed the same as their voluntary act and deed, for the consideration, uses and purposes therein mentioned and set forth.

And also, on the same day, voluntarily appeared before me the said Edith M. Cone wife of the said L. K. Cone to me well known, and in the absence of her said husband declared and acknowledged to me that she had, of her own free will and accord executed said mortgage and signed and sealed her foregoing instrument of dower and homestead or any possibility of dower and homestead therein, for the consideration, uses and purposes therein contained and set forth, without any fraud or undue influence of her said husband.

Witness my hand and official seal on this the 21st day of August, 1906.

(Seal) Western District, S.T.

S. M. Rodolf

My commission expires 4-11-1909.

Notary Public.

Filed for Record Aug. 24, 1906, at 3:20 P.M.

Oliver Lorton

Safety Clerk and ex-officio Recorder.