

Now, If the said party of the first part shall fail 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 contained then this instrument shall be null and void, otherwise be a lien in full force and effect. And in case of non-payment, then, the said party of the second part shall have power to sell said property at public sale to the highest bidder for cash at Tulsa in the Western District, Indian Territory, public notice of the time and place of the said sale having been first given thirty (30) days by advertising in some news paper published in said town or territory, at which sale the party of the second part, its successors or assigns, may bid and purchase as any third person might do.

Said party of the first part hereby authorizes said second party, its successors or assigns, to convey said property to any one purchasing at said sale and to convey an absolute title thereto and in the meantime, its deeds or conveyances shall be taken as prima facie true and the proceeds of the said sale shall be applied first, to the payment of all the costs and expenses attending said sale. Second, to the payment of said debt and interest, and the remainder, if any, shall be paid to the party of the first part their heirs, executors, administrators and assigns.

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

In Testimony Whereof, The party of the first part has hereunto set their hands, this the 16th day of July 1906.

Thomas Bessley

(Seal)

Belle D. Bessley

(Seal)

Acknowledgment.

Oklahoma Territory, Oklahoma County, ss.

On this 16th day of July 1906, before me Victor Levy a Notary Public within and for the County and Territory of Oklahoma appeared in person Thomas Bessley to me personally well known as the person whose name appears upon the within and foregoing mortgage deed as one of the parties thereto, 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 I further certify that on this day voluntarily before me Belle D. Bessley wife of the said Thomas Bessley to me well known to be the person whose name appears upon the within and foregoing mortgage deed, and in the absence of her said husband, declared that she knew the contents of the within mortgage deed and had of her own free will signed the relinquishment of dower and homestead therein expressed, for the purpose therein contained and set forth, without compulsion or undue influence of her said husband.

In Testimony Whereof, I have hereunto set my hand and official seal as such Notary Public of Oklahoma County, Oklahoma Territory, on the 16th day of July, 1906.

(Seal) Oklahoma County, Okla.

Victor Levy,

My Commission Expires Mar. 22, 1907.

Notary Public.

Filed for Record July 20, 1906, at 2:30 P.M.

Otis Lorton,

Deputy Clerk and Ex-Officio Recorder.