

payment of the taxes or assessments against said real estate as and at the times required by law, or of keeping said buildings insured as aforesaid, then the said record party, or his legal representative, may pay such taxes or assessments and effect such insurance, and the amount so expended therefor, with interest at the rate of 6 per cent per annum from the date of such expenditure until paid, shall be considered as sum the payment of which is intended to be hereby secured.

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 of the interest notes when due, or of the taxes or assessments aforesaid, or to procure and maintain the fire insurance as aforesaid, or any part of either, or if waste be committed on, or improvements are removed from the land, then, in any or either event, upon the breach of any one of these conditions, the whole of the sums intended to be hereby secured shall, at the option of the grantee hereof, or the legal holder hereof, become immediately due and payable, without notice, and the grantee or the legal holder, 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 then front court house door, in said recording district, Indian Territory, public notice of the time and place, and terms of sale having first been given 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 in 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 the said parties of the first part hereby authorize the said grantee or his assignee to convey said property to any purchaser at said sale, and the records of its 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.

It is further agreed, that the said parties of the first part hereby waive all rights of appointment, sale or redemption and homestead in and to said mortgaged premises.

In testimony whereof the parties of the first part have hereunto subscribed their names and affixed our seals this 20th day of November A.D. 1906.

Witnesses
R. W. Fuller

J. M. Hall

Frank Claypool (Seal)

Emily Claypool (Seal)

United States of America, Indian Territory, Western Federal District, 33. Personally appeared before me a Notary Public within and for said district and territory Frank Claypool and Emily Claypool to me well known as the identical persons whose names appear to and in for the within and foregoing instrument as parties grantor and who stated 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 I do hereby so certify.

And also, on this same day voluntarily appeared before me the said Emily Claypool, wife of the said Frank Claypool, 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 relinquishment of dower and homestead therein for the consideration, uses and purposes therein contained, and set forth without any coercion or undue influence of her said husband.

Witnessing hand and official seal on this 20th day of November A.D. 1906.

(Seal) Western District, In and for.

My commission expires 2/10/09.

Joseph S. Westerhede

Notary Public.

Filed for Record Nov. 27, 1906 at 10:05 A.M.

Cliff Lorton

Cliff Lorton and Co. Office Recorder.