

the principal of said note, the unpaid interest and premium and the expenditures hereby named, made by said party of the second part, to pay said taxes, repairs, assessments and insurance and to protect the title to said premises, together with the charges as provided by the By-Laws of the said Association for the non-payment of said interest, premium, expenditures, and the payment of mortgages before their maturity, and Two Hundred dollars as attorneys fees for instituting suit in favor of this mortgage, also, for foreclosing the same; all of which shall be a lien upon said premises and secured by this mortgage, and included in any decree of foreclosure rendered thereon, and all moneys collected by said party of the second part shall be applied on the payment of said debt. And the said parties of the first part, for said considerations, do hereby expressly waive an appraisal of said real estate, and all benefits of the homestead, exemption and stay laws applicable in the Indian Territory.

It is understood and agreed, By and between the parties hereto, that this entire contract, and each and every part thereof is made and entered into in accordance with the By-Laws of the Farm and Home Savings and Loan Association of Missouri, and the laws of the State of Missouri, and in executing this contract the By-Laws of said Association and the laws of the State of Missouri are to govern.

In Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

J. A. Friend (Seal)
Julia A. Friend (Seal)

Indian Territory, Western District, 33:

On this 25 day of July 1906 appeared in person before me, a notary public, in and for the Territory and District aforesaid J. A. Friend and Julia A. Friend his wife, to me well known as the persons who signed the above and foregoing instrument as parties grantor, and they acknowledge that they have 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 the same day voluntarily appeared in person before me the said Julia A. Friend, ^{wife of the said J. A. Friend} to me well known as such, and in the absence of her said husband acknowledged that she had executed the said instrument and signed and sealed the relinquishment of dower and homestead therein contained of her own free will, for the consideration and purposes therein mentioned and set forth, without compulsion or undue influence on the part of her said husband.

In testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in Tulsa, D.T. the day and year first above written.

(Seal) Western District, Ind. Ter.

J. W. Meadows,

My term expires 24th day of November 1909.

Notary Public.

Filed for Record July 25, 1906 at 4:30 P.M.

Otis Lorton

Deputy Clerk and Ex-Officio Recorder.