

shall pay all taxes and assessments on and at the time required by law.

And it is further stipulated, that in case the said parties of the first part their heirs, successors or grantees or assigns shall make default in the payment of the taxes or assessments against said real estate on and at the times required by law or they or either of them shall strike any portion of said land for coal or any other mineral, then the said second party or their legal representative, may pay such taxes or assessments and the amount so expended therefor, with interest at the rate of 8 per cent per annum from the date of such expenditure until paid, shall be considered as a loan the repayment of which is intended to be hereby secured, and for striking coal a foreclosure will lie the same as for non-payment of principal or interest when due.

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 mortgagee will pay reasonable attorney 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 be removed from the land, then, in any or either event, upon the breach of any one of these conditions, the whole of the sum intended to be <sup>hereby</sup> 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 first court house door, in Tulsa, 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 territory, or by printed or written hand bills posted in ten 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 recitals 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 sale/sale; second, to the payment of said debt and interest; and the remainder, if any, to the grantor.

It is further agreed, that the said parties of the first part hereby waive all rights of offpayment, 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 their seals this 22<sup>nd</sup> day of August A.D. 1906.

Witnesses:  
J. F. Kirkpatrick

Joseph S. Westerhede

John Benjamin (Seal)

Anna Benjamin (Seal)

United States of America, Indian Territory, Western District, 33. Personally appeared before me, a notary public within and for said district and territory, John Benjamin and Anna Benjamin to me well known as the husband and wife of the said John Benjamin, who have appeared to me and upon their oath 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 the same day voluntarily appeared before me, the said Anna Benjamin, wife of the said John Benjamin, 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 compulsion or undue influence of her said husband.

Witness my hand and official seal on this 22<sup>nd</sup> day of August A.D. 1906.

(Seal) Western District, Indian Ter.

Joseph S. Westerhede

Notary Public.

My commission expires 2/10/09.

Filed for Record Aug 22, 1906, at 3:15 P.M.

Chas. Lorton

Deputy Clerk and Ex-officio Recorder.