

mutually stipulated and agreed as follows:

First: In case of default of payment of any sum herein covenanted to be paid, or in default of the performance of any covenant contained, the said first party agrees to pay the said second party, or his assigns, interest at the rate of eight per cent per annum, computed annually, on said principal note from the date thereof to the time when the money shall be actually paid. Any payments made on account of interest shall be credited in said computation so that the total amount shall be, and not exceed, the rate of eight per cent.

Second: The first party agrees to pay all taxes and assessments levied upon said real estate, also all liens, claims, adverse titles, and incumbrances on said premises, and if not paid within ten days after the same are due and chargeable or become liens upon said real estate, the holder of this mortgage may at his option without notice, declare the whole sum of money herein secured, due and payable at once; or may elect to pay such taxes or assessments and be entitled to interest on the same at the rate of eight per cent per annum, and this mortgage shall stand as security for the amount so paid with such interest.

Third: Said first party agrees to keep all buildings, fences and other improvements on said real estate in as good repair and condition as the same are in at this date, and shall permit no waste, and especially no cutting of timber, except for making and repairing fences, on the place and such as shall be necessary for fire wood for the use of the grantor's family; and the commission of waste, shall, at the option of the holder of this mortgage, render this mortgage due and payable.

Fourth: The said first party agrees that should a petition be filed to foreclose this mortgage, gain possession of said real estate, or to protect the rights of the mortgagee herein, or the title to or the possession of said real estate, that they will pay an attorney's fee to be fixed, determined and allowed by the court, and the payment thereof shall also be secured by this mortgage.

Fifth: The said first party agrees that if the maker of the note shall fail to pay any of said money, either principal or interest when the same becomes due and payable, or to conform to or comply with any of the foregoing covenants, the whole sum of money herein secured, may at the option of the holder of the note hereby secured and at his option only and without notice, be declared due and payable and may be foreclosed by the holder hereof, as provided by law, or the party of the second part, or the legal holder hereof, or his assigns, agent, or attorney shall have the power to sell such property or any part thereof at public sale to the highest bidder for cash at Tulsa in the Indian Territory, public notice of the time and place and terms of sale having first been given for thirty days by advertising in some newspaper published of general circulation in said town or territory, or by printed or written hand bills posted up in ten public places in the vicinity of said land, at which said party of the second part, or his assigns, agent or attorney in fact, may bid and purchase or any third person might do. And said party of the first part authorizes and empowers said party of the second part, his heirs or assigns, to convey said property to any purchaser at said sale and the recitals of the 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 debt and interest, and the remainder, if any, shall be paid to said party of the first part.

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

In testimony whereof, the said parties of the first part have hereunto set their hands this 1st day of August, 1906.

Al Howard,

Mamie Howard,