

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 for by law, or the party of the second part or the legal holder hereof, or his assignee, 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 the United States Court House 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 in or of general circulation in said town or territory, or by printed or written hand bills pasted up in open public places in the vicinity of said land, at which sale said party of the second part or his assignee, agent, or attorney in fact, may bid and purchase as any third person might do. And said parties of the first part authorize

~~The said first parties agree that if the makers of the said 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 be foreclosed by the holder hereof as provided by law, or the party of the second and empower said party of the second part, or 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 ^{all costs and expenses attending} payment of ~~the~~ debt and interest, and the remainder, if any, shall be paid to the party of the first part.~~

Said first parties for and in consideration of the money loaned as aforesaid, hereby waive and relinquish all right of redemption, appraisement and homestead allowed by law.

In Witness Whereof, said parties of the first part have hereunto set their hands this 10th day of July A.D. 1907.

Joseph W. French,

* Remains to the payment of said