

a formal bill of sale for the same (but no bill of sale shall be necessary) and shall receive and receipt for the purchase money and apply the same to the payment of said note or notes in trust thereon, the commission and any future advances as aforesaid, attorneys fees and expenses of said sale and hold the remainder if any subject to the order of said mortgagors, and any sale made and bill of sale given hereunder shall be deemed valid and be supported by the presumption that all the prerequisites to a valid sale were complied with. In order to resist any claim or encumbrance on, or to get possession from any person who may seize or have possession of said property, and otherwise protect its rights therein said mortgage, its assigns or agent, is fully authorized to institute and prosecute any suit or other legal proceedings in its own name or the name of the mortgagors and pay all legal and other necessary expenses or costs including attorneys fees, out of the proceeds of said property when sold; and in case the holder of said note or notes shall place this mortgage or any ^{or all} of said notes in the hands of an attorney for collection or if suit is brought thereon then there shall accrue ten per cent attorneys fees on the amount unpaid hereunder which shall be added to the debt thereby secured. This mortgage shall remain in force until all of said indebtedness is paid whether the same be evidenced by the original notes or renewals for the whole or any part of said amounts and any other mortgage as additional security shall be supplemental to this until this is formally released.

Witness our hand this 28th day of October A.D. 1907.

Witness

- H. E. Ellingwood

- Blank - acknowledgment to L. Brown

Indian Territory, S.S. Before me, the undersigned authority Western District, on this day personally appeared H. E. Ellingwood personally well known to me to be the