upon the above described premises, in some responsible insurance company, to the satisfaction of the legal holder or holders of this mortgage, to the amount of Seven Hundred Fifty Dollars, loss, if any, payable to the mortgagee, or assigns; and it is further agreed that every such policy of insurance shall be held by the party of the second part or the legal holder or holders of said note, as collateral or additional security for the payment of the same; and the person or persons so holding any such policy of insurance, shall have the right to collect and receive any and all monies which may at any time become payable and receivable thereon, and apply the same, when received, to the payment of said note, together with the costs and expenses incurred in collecting said insurance, or may elect to have buildings repaired or new buildings erected on the aforesaid mortgaged premises. Said party of the second part, or the legal holder or holders of said note may deliver said policy to said parties of the first part, and require the collection of the same, and payment made of the proceeds as last above mentioned.

Fifth:- Said parties of the first part hereby agree that if the makers of said note shall fail to pay or cause to be paid any part of said money, either principal or interest, according to the tenor and effect of said note and coupons when the same becomes due, or to conform or comply with any of the foregoing conditions or agreements, the whole sum of money hereby secured shall, at the option of the legal holder or holders hereof, become due and payable at once without notice. And it is distinctly understood and agreed that if default be made in the payment of either principal or interest, or any part thereof, or the taxes assessed upon said property, or the covenant to insure by the said parties of the first part, as herein stipulated, either before or after the maturity of the principal note, according to its terms, that the said principal note shall bear interest at the rate of 6 per cent per annum from the date thereof, and all installments of interest paid prior to such default shall be credited in the computation of interest at the rate of 6 per cent per annum, so that the total interest charge shall not exceed the legal rate of — per cent per annum; and it is further distinctly agreed, that in case the holder or holders of the note secured by this mortgage shall at any time institute proceedings in a court having jurisdiction thereof, to foreclose this mortgage, that the holder shall be entitled to recover a reasonable attorney's fee in addition to the amount secured by this mortgage, which sum shall be and become an additional lien and be secured by the lien of this mortgage, and any decree of foreclosure rendered thereon.

And the said parties of the first part, for said consideration, do hereby expressly waive an appraisement of said real estate and all benefit of the homestead exemption and stay laws of the Indian Territory.

The foregoing conditions being performed, this conveyance to be void and release thereof to be given without expense to said second party, otherwise of full force and virtue.

And for the consideration aforesaid, I, Ada E. Cole wife of said McKendree L. Cole do hereby release, relinquish and quit-claim unto said J. J. Rennick heirs and assigns, all my right to dower or homestead in and to the above described land.

In testimony whereof, the said parties of the first part have hereunto subscribed their names and affixed their seals, on the day and year first above mentioned.

Executed and delivered in the presence of:

McKendree L. Cole (Seal)

Kathryn Lenhard

Ada E. Cole (Seal)

State of Illinois, Clinton County, ss. Be it Remembered that on this day before me, the undersigned a Notary Public within and for the County and State aforesaid duly commissioned and acting personally appeared McKendree L. Cole to me well known as the mortgagor in the foregoing instrument and stated that he did execute the same as his free voluntary act and deed for the consideration and purposes therein mentioned and set forth and I do certify. And on the same day personally appeared before me the said Ada E. Cole wife of said McKendree L. Cole to me well known and in the absence of her said husband declared that she did sign of her own free will executed and delivered and sealed the release and quit-claim of dower and homestead in said mortgage for the consideration and purposes therein contained and set forth without compulsion or undue influence of her said husband and I do certify.

Witness my hand and seal as such Notary Public on this 5th day of January, 1902.

(Seal) Clinton County, Ill.

Kathryn Lenhard

My term of office January 22-1905.

Notary Public

Filed for Record Jan. 2, 1902 at 1 o'clock P. M.
Otha Linton
Ex-Officio Recorder.