

shares of stock to redemption by said Association at the earned value, and the said shares so redeemed shall be taken and cancelled by said Association in full satisfaction of this obligation, and said deed of trust or mortgage given to secure the same; provided, however, that this obligation may be credited at any time with the withdrawal value of the stock carried with same, if said value is less than the debt at the time of such settlement, the difference shall be paid to said Association, if more than the debt, such excess shall be returned to the legal holder.

Lora Brand [Seal]

James Y. Brand [Seal]

Bessie A. Smith [Seal]

Stephen H. Smith [Seal]

Now Therefore, If said parties of the first part shall pay the several sums of money mentioned in said note or obligation, including all dues, interest and premium, when they shall be or become due and payable, as aforesaid, and shall faithfully perform all of the said other agreements, then these presents shall be void, otherwise the same shall be found remain in full force and effect, and this mortgage may be immediately foreclosed and enforced for the unpaid amount of the principal of said note, the unpaid interest and premium and the expended sums herinbefore named, made by said party of the second part, to pay said taxes, repairs and assessments and insurance and to protect the title to said premises, together with the charges as provided by the By-Laws of the said Association for the non-payment of said interest, premium, expenditures, and the payment of mortgages before their maturity, and One Hundred and fifty Dollars as attorney's fees for instituting suit upon this mortgage; also, for foreclosing the same, all of which shall be a lien upon said premises and secured by this mortgage, and included in any decree of foreclosure rendered thereon, and all rents collected by said party of the second part shall be applied on the payment of said debt. And the said parties of the first part, for said consideration, do hereby expressly waive an appraisement of said real estate, and all benefits of the homestead, exemption and stay laws applicable in the Indian Territory.

It is understood and agreed, by and between the parties hereto, that this entire contract, and each and every part thereof, is made and entered into in accordance with the By-Laws of the Farm and Home Savings and Loan Association of Missouri, and the laws of the State of Missouri, and in construing this contract the By-Laws of said Association and the Laws of the State of Missouri will govern.

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Lora Brand (Seal)

James Y. Brand (Seal)

Bessie A. Smith (Seal)

Stephen H. Smith (Seal)

Indian Territory, Western District, ss.

On this twenty-first day of July, 1906, appeared in person before me a notary public, in and for the Territory and District aforesaid James Y. Brand and Lora Brand, his wife and Stephen H. Smith and Bessie A. Smith, his wife, to me well known as the persons who signed the above and foregoing instrument as parties grantor, and they acknowledged that they have executed the same, for the consideration and purposes therein mentioned and set forth, and I do hereby so certify. And I further certify that on the same day voluntarily appeared in person before me the said Lora Brand wife of the said James Y. Brand and Bessie A. Smith wife of the said Stephen H. Smith to me well known as such, and in the absence of their said husbands acknowledged that they had executed the said instrument and signed and sealed the relinquishment of dower and homestead therein contained of their own free will, for the consideration and purposes therein mentioned and set forth without compulsion or undue influence on the part of their said husbands.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in Tulsa, A. T. the day and year first above written.

My term expires 24th day of November 1909.

J. D. Meadows

(Seal) Western Dist., I. T.

Notary Public

Filed for record July 23, 1906, at 2:00 P. M.

Otes Horton

Deputy Clerk & Ex. Office Recorder.