

imposed for the said above described premises, or any part thereof, and that if the said party of the first part shall fail or neglect to maintain policies of insurance upon said premises, or shall fail or neglect to pay the said taxes, rates and charges as is hereinabove agreed, then the party of the second part, its successors, or assigns, shall have the right to take out such insurance and to pay such rates, taxes and charges as they become due, and the party of the first part agrees to pay for the same, and that the party of the second part may enforce payment of the amount so paid by it therefor, without waiver of or prejudice to any other rights held by it under this instrument.

It is further agreed that in case default be made in the payment of said indebtedness as is herein set forth, or if the party of the first part shall violate any of the agreements and provisions herein contained, then the party of the second part, its successors or assigns are hereby authorized and empowered to sell the said property at public sale, to the highest bidder, for cash, at the front door of the building which is now used as a United States ^{Court} House in the town of Muskogee, Indian Territory; public notice of the time and place of said sale having been first given ten days, by advertising the same in some news paper published in the said town of Muskogee, Indian Territory; at which sale the said party of the second part, its successors or assigns, may bid and purchase as any third person might do.

The sole consideration of this mortgage being for money loaned to the party of the first part, the party of the first part hereby waives any and all rights of affirmance, sale or redemption which are by law provided.

The party of the first part hereby authorizes the said party of the second part, its successors or assigns, to convey the said property to any one purchasing at the said sale, and to convey an absolute title thereto, and the initials of the deed of conveyance of the said party of the second part, its successors or assigns, 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 the said party of the first part, his heirs, executors, administrators or assigns.

In Witness Whereof, W. S. Kears the party of the first part, and Nolie Kears, his wife, have hereunto set their hands and affixed their seals on the day and year first hereinabove written.

W. S. Kears (Seal)

Nolie Kears (Seal)

Signed in the presence of

Acknowledgment.

United States of America, Indian Territory, Western Judicial District, ss. Be it Remembered, that on this day came before me, the undersigned a Notary Public within and for the Western Judicial District of the Indian Territory, of said duly commissioned and acting as such, W. S. Kears, to me personally well known as one of the parties grantor in the within and foregoing mortgage, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth, and I do hereby certify, and I further certify that on this day also voluntarily appeared before me, Nolie Kears, wife of the said W. S. Kears, to me personally well known to be the person whose name appears as for the within and foregoing mortgage, and in the absence of her said husband, declared that she had of her own free will executed said mortgage, and signed and sealed the relinquishment of dower and homestead therein expressed, for the consideration and purposes therein contained and set forth, without any fraud or undue influence of her said husband.

Witness my hand and seal as such Notary Public within the Western District of the Indian Territory, on this 4th day of January, 1902.

(Seal) Western District, Ind. Terr.

My commission expires November 19th, 1902.

Chas Mercer,

Notary Public.

Filed for Record Jan 10, 1902, at 3⁰⁰ P. M.

Chas Linton

Deputy Clerk & ex-officio Recorder.