

any of said policies shall expire, then said second party is hereby authorized and empowered by these presents to insure or reinsure said buildings for said amount, and the said First National Bank of Tulsa may sign all papers and applications necessary to obtain such insurance in the name, place and stead of said first parties, and it is further agreed that in the event of loss under such policy or policies, the said second party shall have full power to demand, receive, collect and settle the same, and for that purpose may in the name, place and stead of said first parties, and as their agent and attorney in fact, sign and endorse all vouchers, receipts, and drafts that shall be necessary to procure the money thereunder, and to apply the amount so collected toward the payment of the notes and interest thereon, hereby secured, and, if any of these agreements be not performed, as aforesaid, then the said party of the second part, or its assigns, may effect such insurance as hereinbefore agreed paying the costs thereof, and may also pay the final judgment for statutory lien claims, including all costs, and for the repayment of all money so paid, with interest thereon from the time of payment, at the rate of eight per cent (8%) per annum, these presents shall be as security in like manner and with like effect as for the payment of said notes and interest thereon.

Fourth. The said first parties agree that if the makers of the notes 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 notes hereby secured, and at its 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 its assigns, agents or attorney shall have the power to sell such property, or any part thereof, at public sale, to the highest bidder for cash, at Tulsa, in the Indian Territory, public notice of the time and place and terms of sale having first been given for thirty (30) days by advertising in some newspaper published in, or of general circulation in said town or territory, or by posted or written hand bills posted up in ten (10) public places in the vicinity of said land, at which said sale said party of the second part, or its assigns, agent or attorney in fact may bid and purchase as any third person might do. And said parties of the first part hereby authorize and empower said party of the second part or its successors or assigns to convey said property to any purchaser at said sale, and the records of the deed of conveyance 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 this debt and the interest and the remainder, if any, shall be paid to said parties of the first part.

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

In Witness Whereof said parties have hereunto set their hands this 2nd day of February, 1907,

C. W. Brown

Jessie L. Brown.

United States of America, Western District, Indian Territory, ss.

On this 5th day of February, 1907, before me, a notary public within and for the Western District of the Indian Territory, appeared in person C. W. Brown, to me personally well known as the person whose name appears upon the within and foregoing mortgage deed as one of the parties grantor, and stated that he had 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 said day voluntarily appeared before me Jessie L. Brown, wife of the said C. W. Brown, to me well known to be the person whose name appears upon the within and foregoing mortgage deed, and, in the absence of her husband, declared that she had of her own free will signed the foregoing instrument of document therein expressed, for the purposes therein contained, and set forth, without compulsion or undue