

It is further agreed and understood that the said second party may pay any taxes or assessments levied against said premises, or any other sum necessary to protect the rights of said party or his assigns, including insurance upon buildings, and have and recover the same from the first party, with eight per cent interest and that every such payment shall become a debt, due in addition to the indebtedness aforesaid and shall be secured by this instrument, or any lien created thereby.

The condition of the above obligation is such that if the said Calver Killebrew, Jr. party of the first part, his heirs, executors, administrators or assigns, shall well and truly pay, or cause to be paid to the said Grant B. McCullough, party of the second part, his executors, administrators or assigns the aforesaid sums of money, with interest thereon according to the tenor of said notes, then this instrument shall be void, otherwise to remain in full force and virtue.

And it is further agreed, that if the party of the first part shall fail to pay the sums of money aforesaid, according to the tenor of the aforementioned notes or fail to pay, when due, any sum, interest or principal secured hereby, or any tax or assessment herein mentioned, or upon a breach of any warranty herein contained, or upon a failure to comply with any of the requirements herein, or upon any waste upon said premises, or any removal or destruction of any building or improvement thereon, without the consent of the said second party, the whole sum secured hereby shall, at once, and without notice, become due and payable at the option of the holder hereof and shall bear interest thereafter at the rate of eight per cent per annum, and the said party of the second part, or his executors, administrators or assigns, shall become at once entitled to a foreclosure of this mortgage, and to have the said premises sold and proceeds applied to the payment of the sums secured hereby, and that immediately upon the filing of any petition in foreclosure, the holder hereof shall be entitled to the possession of the said premises, and to collect and apply the rents thereof, less reasonable expenses, to the payment of said indebtedness, and for this purpose the holder hereof shall be entitled to a receiver to the appointment of which the mortgagors hereby consent, which appointment may be made either before or after the decree of foreclosure, and the holder hereof shall, in no case, be held to account for any rental or damage, other than for rent actually received, and the appointment of said receiver is hereby expressly waived.

In Witness Whereof we have hereunto set our hands and affixed our seals on this the day and year first above written.

Signed in the presence of

Calver Killebrew, Jr. (L.S.)

Thorence C. Killebrew (L.S.)

Acknowledgment

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

Be It Remembered, that on this day personally appeared before me, the undersigned, a duly commissioned and acting Notary Public within and for the Western District of the Indian Territory aforesaid Calver Killebrew, Jr., to me personally well known to be the identical person whose name is signed as Grantor in the foregoing instrument, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth, and I do hereby so certify.

Witness my Hand and Seal as such Notary Public on this 22th day of November, 1906

(Seal) Western District, D.T.

My commission expires July 10th, 1907

John H. Berry

Notary Public