

to foreclose at once this mortgage for any or all of the sum or sums aforesaid hereby or due hereunder, and to sell as one tract the said premises at public auction and to convey the same to the purchaser in fee simple agreeable to the statutes in such case made and provided and out of the monies arising from such sale to retain the principal and interest and sums then due hereunder or the sum or sums so to be foreclosed for, together with the costs and charges including \$50<sup>00</sup> attorneys fees for foreclosing this mortgage and on demand pay the surplus, if any, to said mortgagors. It is further covenanted and agreed that each and all rights and remedies hereunder are cumulative and no agreement or provision herein contained shall be construed as derogatory of any statutory right or privilege of said mortgagee, and that each and every grant assign and reservation covenant, condition, power, privilege, provision and clause herein contained shall inure to the benefit and be obligatory upon the heirs personal representatives successors and assigns of said mortgagor and of said mortgagee respectively. In Testimony whereof the said mortgagors hereunto set their hands and seals the day and year first above written.

Signed Sealed and

Ethel C. Gillies

Delivered in presence of Neil B. Gillies

Indian Territory fss: On this 16<sup>th</sup> day of August 1907, before  
City of Tulsa me a duly commissioned, qualified and  
Creek Nation (acting notary public within and for  
said Territory and City) came Ethel C. Gillies and Neil B.  
Gillies her husband to me well known as the  
grantors in the foregoing mortgage, and said Neil  
B. Gillies stated that he executed the same for  
the consideration and purposes therein mentioned  
set forth and was then duly appraised before me the said Ethel