

by deed of - - to the person named as grantor herein.

This grant is intended as a mortgage to secure the payment of the sum of four hundred eighty and no/100 dollars (\$480.00) lawful money of the United States, according to the terms of one certain negotiable promissory note of even date herewith, numbered one, inclusive, due and payable to the said second party herein as follows, which represents a part of the purchase price for said lands. Note #1 dated November 17, 1923, in the sum of \$480.00 due November 17, 1924.

And this coveyance shall be void if such payments be made as in said note or notes specified, but if default be made in payment of said note or notes, or any part thereof, or of the interest thereon, or if default be made in the payment of taxes due on the lands herein described, then the entire amount of said note or notes, with interest thereon, shall become due and payable, and it shall be lawful at any time thereafter for the then Superintendent for the Five Civilized Tribes or such other officer as the Secretary of the Interior may designate for the purpose, and the said part of the first part do hereby covenant and agree, and by these presents empower and authorize the said Superintendent, or the person so designated by the Secretary of the Interior, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of the moneys arising from such sale to retain the amount due as principal, interest, taxes and costs for the benefit of the said - - -.

Provided, that if sale be made as herein authorized of a part only of the land described herein to enforce payment of any note or notes, this mortgage shall be and continue in force and effect as to the unsold portion of said land to secure the payment of any unpaid note or notes;

And no money payment or other consideration shall operate as a release, satisfaction, or discharge of the indebtedness evidenced by any note or notes referred to herein, unless made or rendered to and accepted by the Cashier and Special Disbursing Agent for the Five Civilized Tribes, Oklahoma, or his successors in office, or such other officer as may be designated for the purpose by the Secretary of the Interior, except that, in case of the transfer of any said note or notes in the manner therein provided, or in case the consent of the Superintendent for the Five Civilized Tribes, or his successor in office, or of such other officer as the Secretary of the Interior shall designate for the purpose, shall be endorsed thereon prior to such transfer, payment may and shall be made, from and after the date of such transfer or endorsement, as the case may be, directly to the then owner or owners of the note or notes or in the manner such owner or owners may otherwise authorize.

And no instrument purporting or intended to assign or release the lien hereby created, as all or any part of said land, or to assign said note or any of them, shall be of any force or effect whatever unless approved by the said Superintendent or his successor in office or by such other officer as the Secretary of the Interior may designate for the purpose;

Provided, that all powers and duties which may or should be exercised or performed by the Secretary of the Interior, or by or under his direction or supervision shall, in case of assignment as herein provided, thereafter devolve upon and vest in the assignee when the assignment shall be duly recorded in the County aforesaid;

Provided, further, that all such powers shall devolve upon the ^{assignee} assignee herein if and when the consent of the said Superintendent or his successors in office or such other officer as the Secretary of the Interior may designate for the purpose shall be given in writing and so recorded.

In witness whereof, the said parties of the first part hereunto set their hands and