

the sum of \$50.00; one note signed by Nick Conningder, endorsed by Frank J. Boudinot, dated May 11, 1907, due and payable on demand, for the sum of \$125.00 and interest; one note signed by George Parris and Annie K. Parris, endorsed by Frank J. Boudinot dated June 20, 1907, due and payable on demand, for the sum of \$157.00 and interest; one note signed by E. C. Thorne, endorsed by Frank J. Boudinot, dated January 7th, 1908 due and payable on demand, for the sum of \$210.00 and interest; one note signed by John C. Duncan, endorsed by Frank J. Boudinot, dated May 4th, 1907, due and payable on demand, for the sum of \$330.00 and interest; one note signed by Arch Spears, endorsed by Frank J. Boudinot, dated January 22, 1908, due and payable on demand, for the sum of \$1800.00 and interest; one note signed by Henry Eiffert, endorsed by Frank J. Boudinot, dated June 20, 1908, due and payable on demand, for the sum of \$800.00 and interest; it being declared to be the express intent and purpose of this mortgage to secure all of the indebtedness of the said Frank J. Boudinot originally owing to the First National Bank of Fort Gibson, Oklahoma, the legal title to which is now in said I. H. Nakdimen, as hereinbefore recited, and to make the said security effective, notwithstanding there may be some errors or discrepancies in the foregoing list of obligations or should it be discovered that there is any other existing obligations inadvertently omitted from this instrument; the mortgagor herein not being able to specify the rate of interest in any of said notes, because he has not said documents before him, but all of said notes being now in the hands of I. H. Nakdimen, at Ft. Gibson, Oklahoma.

It is further expressly agreed that by the execution of this mortgage it is not meant to extend the due time of any of the said obligations; and that said obligations are not thereby extended, but that notwithstanding the giving of this mortgage, said notes may be sued on and the payment thereof enforced prior to the default day named in this mortgage, but this mortgage is to be foreclosed only in accordance with the terms in this mortgage expressed.

Now if the said Frank J. Boudinot shall pay or cause to be paid to the said I. H. Nakdimen, his successors or assigns, the said sums of money in the above entitled notes mentioned, together with the interest thereon, on or before October 11th, 1909, then this mortgage shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sums of money or any part thereof, or any interest thereof is not paid on or before October 11th, 1909, and if the taxes and assessments of every nature which are or may be assessed or levied against said premises, or any part thereof are not paid when the same are by law made due and payable, the whole of said sum or sums, together with the interest thereon, shall become due and payable, and the said I. H. Nakdimen, his successors or assigns, shall be entitled to the possession of said premises, and I. H. Nakdimen may proceed to foreclose this mortgage. And the said Frank J. Boudinot, for the consideration herein expressed, does hereby expressly waive an appraisalment of said real estate and all benefit of the homestead, exemption and stay laws of the State of Oklahoma.

It is further understood and agreed that this mortgage secures the payment of the principal and interest herein described and all renewals of the same that may hereafter be given in the event of any extension of time in the payment of said notes or either of them.

It is further stipulated and agreed that in the event action is brought to foreclose this mortgage, the said Frank J. Boudinot will pay a reasonable Attorney's fee, which this mortgage also secures.