

possession of said real estate or to protect the right of the mortgagee herein or the title or possession to said real estate that said mortgagor will pay a reasonable attorney's fee and the payment thereof shall also be secured by this mortgage.

And if default be made in the payment of said note at maturity, or any interest payment when due, or of the taxes or assessments aforesaid, or to procure and maintain such insurance, or any part of either, or if waste be committed on, or improvements are removed from the land, then in any or either event, upon the breach of these conditions, or any or either of them, the whole of the sums intended to be hereby secured shall, at the option of the grantee herein, or the legal holder hereof, become immediately due and payable without notice, and the grantee or legal holder hereof, or his assignee agent or attorney, shall have the power to sell said property, or any part thereof, at public sale to the highest bidder for cash at the front door of the post office in Tulsa, as same may be located at time of sale in the Indian Territory, public notice of the time and place and terms of sale, having first been given thirty days notice by advertising in some newspaper published in, or of general circulation in said town or territory, or by printed or written hand bills posted in five public places in the vicinity of said land, which sale the said grantee or assignee may bid and purchase as any third person might do, and the said parties of the first part hereby authorize the said grantee, or his assigns, to convey said property to any purchaser at said sale and the recitals of such 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 said debts and interest, and the remainder, if any, to the grantors.

All rights of appraisement, sale or redemption and homestead are hereby waived by the grantors herein.

In testimony whereof the parties of the first part have hereunto subscribed their names and affixed their seals.

Frank M. Rodolf

F. W. Buel

Frederick M. Pricksten (seal)

Bertha V. Pricksten. (seal)

UNITED STATES OF AMERICA)
INDIAN TERRITORY,) ss.
western district.

personally appeared before me F. M. Rodolf a notary public within and for said district and territory Frederick M. Pricksten and Bertha V. Pricksten, husband and wife, to me well known as the identical persons whose names appear to and upon the within and foregoing instrument, as parties grantor and who stated and acknowledged to me that they had executed the same as their voluntary act and deed, for the consideration, uses and purposes therein mentioned and set forth.

And also, on the same day, voluntarily appeared before me the said Bertha V. Pricksten wife of the said Frederick M. Pricksten to me well known, and in the absence of her said husband declared and acknowledged to me that she had, of her own free will and accord executed said mortgage and signed and sealed her relinquishment of dower and homestead therein, for the consideration, uses and purposes therein contained and set forth, without compulsion or undue influence of her said husband.

(seal) witness my hand and official seal on this the 4th day of December 1905.

My commission expires April 11th 1909.

F. M. Rodolf, Notary Public.