

such policy of insurance shall be held by the party of the second part, or the legal holder or holders of said note-- as collateral or additional security for the payment of the same, and the person or persons so holding any such policy of insurance shall have the right to collect and receive any and all moneys which may at any time become payable and receivable thereon, and apply the same, when received, to the payment of said note--together with the costs and expenses incurred in collecting said insurance; or may elect to have buildings repaired, or new buildings erected on the aforesaid mortgaged premises. Said party of the second part, or the legal holder or holders of said note, may deliver said policy to said party of the first part, and require the collection of the same, and payment made of the proceeds as last above mentioned.

Fifth. Said party of the first part hereby agrees that if the maker of said note shall fail to pay, or cause to be paid, any part of said money, either principal or interest, according to the tenor and effect of said note and coupons when the same becomes due, or to conform to or comply with any of the foregoing conditions or agreements, the whole sum of money hereby secured shall, at the option of the legal holder or holders hereof, become due and payable at once, without notice.

And the said party of the first part, for said consideration, 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.

The foregoing conditions being performed, this conveyance to be void, otherwise of full force and virtue.

In testimony whereof, the said party of the first part has hereunto subscribed his name, on the day and year above mentioned.

Executed and delivered in
presence of

E.C. Bothwell

State of Oklahoma, County of Muskogee, SS.

On this 15th day of August, 1910, before me, the undersigned a Notary Public in and for said county and state personally appeared E.C. Bothwell to me personally known to be the identical person described in and who executed the foregoing mortgage and acknowledged that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth. The said E.C. Bothwell further declared himself to be single and unmarried.

My commission as Notary Public will expire on the 5th day of Sept. 1912.

Witness my hand and notarial seal the day and year first above written.

(seal)

Edward B. Miller, Notary Public.

Filed for record at Tulsa, Okla Aug. 16, 1910 at 8 o'clock A.M.

H.C. Walkley, Register of Deeds (seal)

COMPARED

SECOND MORTGAGE.

THIS INDENTURE, made this 13th day of August, A.D. 1910, between E.C. Bothwell, a single man, of Muskogee county, in the State of Oklahoma, of the first part and The Walton Trust Company, of Butler, Bates County, in the State of Missouri, of the second part.

WITNESSETH, That the said party of the first part, in consideration of the sum of Two Hundred Sixty two and fifty one hundredths (\$262.50) dollars, the receipt of which is hereby acknowledged does by these presents, grant, bargain, sell and