

if default be made in any of said payments, or any part thereof, or interest thereon, when the same shall become due and payable, or if the taxes assessed on said premises are not paid as above provided, or if the insurance is not kept up thereon, or if said property be not kept in good repair, or if waste be committed thereon, then this conveyance shall become absolute, and the whole principal of said note or notes, together with all interests thereon, and all taxes and accruing penalties and interest and costs thereon, remaining unpaid, or which may have been paid by the said second party, and all sums paid by the party of the second part for insurance, shall at the option of the party of the second part, be at once declared due and payable; and it shall be lawful for the said party of the second part his, successors, executors, administrators, heirs and assigns, at any time thereafter, to foreclose this mortgage in the manner prescribed by law, and to sell the entire piece, tract, or parcels of land above described and every part thereof, and the same may be sold as one body of land, or divided into separate tracts at the option of the said second party, at the time of making such sale, and the said first parties hereby waives the right to demand the said property above described, be sold in separate tracts. Said lands and tenements shall be sold in the manner prescribed by law, appraisement hereby waived by the said first parties, but it shall be legal for the said second party to cause an appraisement to be made, if he shall so desire; and out of all the moneys arising from such sale, the said party of the second part shall retain the amount then due, ^{or to become due} according to the terms and conditions of this instrument, together with the costs and charges of making such sale, and the overplus if any there be, shall be paid by the party making such sale, on demand, to the said parties of the first part their successors, heirs and assigns; or the said party making such sale may at his option pay such overplus to the clerk of the district court, in the county where said sale is made, and such payment shall be and constitute a full and complete payment of said overplus, arising from any sale under this mortgage. If, for any reason, the sum arising from the sale of said property shall not be sufficient to pay the full amount of the debt, interest, cost and all charges accruing under the terms of this instrument, then the said parties of the first part hereby agrees to pay the deficiency, and the same shall continue to bear interest at the rate of ten per cent per annum until paid.

In Witness Whereof, The said parties of the first part have hereunto subscribed their names and set their seals on the day and year first above written.

J. D. Taylor. (SEAL)

Kittie H. Taylor. (SEAL)

United States of America, Southern District, Indian Territory,

Be It Remembered, That on this 23rd, day of October A.D. 1907. before me the undersigned, a Notary Public, within and for the Dist & Ter aforesaid, personally appeared J. D. Taylor and Kittie H. Taylor wife of J. D. Taylor

The following is abstract of the original instrument of the amount secured by this mortgage has been paid in full, and the same is hereby cancelled, this 23rd day of Dec 1910.

*Recorded Jany 5, 1910
Filed at Lawrence, Kan.*