

This conveyance shall be void; otherwise to remain in full force and effect, and in the case any default shall be made in the payment of said indebtedness, as herein set forth, or shall the party of the first part (prior to the full payment of the above mentioned indebtedness) sell, attempt to sell, ship, remove or otherwise dispose of the property herein conveyed, or any part thereof, without the consent of the party of the second, ^{and at any time and from time to time, in order to properly protect himself and secure full payment of,} part, or in case the party of the second party, the above mentioned indebtedness such action shall be necessary, then, in either event, the party of the second part, agent or attorney, is hereby authorized and empowered to take charge of said property on demand, without process of law, and sell or dispose of the same, or as much as may be necessary, at public sale without appraisement (the appraisement required by law being hereby expressly waived) at Broken Arrow, Indian Territory, for cash in hand, upon two week's notice in some newspaper published in the Western District, Indian Territory, or by written notices posted in five conspicuous places near the property, at which sale any of the parties hereto may purchase as at other parties and out of the proceeds of sale the said party of the second part to retain the sum due him as herein set forth, and the costs of this Trust and of sale, rendering the overplus, if any, to the said party of the first part, his executor, administrators or assigns.

Given under my hand and seal this 14 day of March, 1907.
 W. W. Gipson, (Seal)
 Witness.

Acknowledgment

Indian Territory, Western District, ss:

Be It Remembered, That on this 14th day of March, 1907, before me F. S. Hurd, a Notary Public, duly commissioned within and for said Territory and District, personally appeared W. W. Gipson personally well known to me to be the person described as the mortgagor in, and whose name he subscribed to the foregoing mortgage, and stated and acknowledged to me that he executed the same for the purpose and consideration therein expressed, mentioned and set forth as his free act and deed.

Witness Whereof, I have hereunto set my hand and notarial seal this day and year last above written.

F. S. Hurd, Notary Public.

(Seal) Western, Dist. I. T.

My commission expires Jan. 21, 1911.