levied on by execution, or writ of attachment, from any court, or shall come into the hands of any executor, administrator, guardian, assignee, trustee or commissioner or if upon demand by the Mortgagee, the Mortgagors shall refuse and neglect to insure and keep insured, at their own expense, the machinery herein mortgaged for its full insurable value, with loss, if any, payable to the Mortgagee as its interest may appear; or if for any reason the said Mortgagee shall deem itself insecure, then hereafter, and without notice, the Mortgagee, or its assigns, may declare all the notes hereby secured due and payable, and through authorized agents or attorneys may without process of law, take immediate possession of said mortgaged property, wherever found, and remove and sell the same at public auction, to the highest bidder, after giving ten days' notice of the time, place and terms of sale, together with a description of the property to be sold, by notices posted in at least three public places in the vicinity of such sale, or at private sale, with or without notice and on such terms as the Mortgagee, or its assigns, agents or attorneys may see fit and out of the money arising from such sale retain all costs and expenses of same, including an attorney's fee of $10.00, together with the amount, principal and interest, unpaid upon the notes hereby secured, rendering the surplus, if any there be, to said Mortgagors. At any such sale the Mortgagee, or its assigns, may become the purchaser of said property, or any part thereof; and in case the sum realized from such sale, after paying costs and expenses shall be insufficient to pay all the unpaid notes hereby secured, then the net amount so realized shall be applied on same, whether by their terms due or not, in such order or manner as the Mortgagee, its assigns, agents or attorneys, may deem best, and a personal judgment for balance may be had against the Mortgagors, or any of them.

The Mortgagors hereby jointly and severally waive the benefit of all valuation and appraisement laws as to this mortgage and the debt hereby secured, and agree that any sale made by the said Mortgagee, or its legal representatives, according to the terms herein prescribed, shall be absolute and final.

In Testimony Whereof, the said Mortgagor has hereunto set his hand and seal this 10th day of December, 1906.

Signed, Sealed and Delivered in presence of — James R. Stout.

C. W. Smith.

Above note is endorsed 9-6-5 $53.00
12-25 100.00
4-26-6 500.00
10-15-6 100.00

Indian Territory, }
Western Judicial Division, } S.S.

Before me, the undersigned, a Notary Public duly commissioned qualified and acting within and for the Judicial Division and Territory aforesaid, personally appeared James R. Stout personally known to me to be the same person whose name subscribed to the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed, for the purposes and considerations stated.

In Testimony whereof, I have hereunto set my hand and official seal, this 10th day of December A.D. 1906.

(Seal) My term expires Sept 6, 1910.

Clinton L. Goodale
Notary Public

Filed for Record Dec. 10, 1906, 2:50 P.M.
Otis Lutory
Dep. U.S. Clerk and Ex-Officio Rec.