

of the above mentioned indebtedness, such action shall be necessary, then, in either event, the party of the second part, agent or attorney are 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 necessary, at public or private sale without appraisement (the appraisement required by law being hereby expressly waived) at the premises described above or at Tulsa, I. T., for cash in hand, upon two weeks' notice in some news paper published in the Western District, Indian Territory, or by written notice, posted in five conspicuous places near the property, at which sale any of the parties hereto may purchase as other parties, and out of the proceeds of such sale the said party of the second part to retain the sum due them, as herein set forth, and the cost of this Trust, and of sale, unless the overplus, if any, to the said party of the first part, his executors, administrators and assigns.

Given under my hand and seal this 18th day of Dec. A. D. 1906
F. M. Erickson *(seal)*

Acknowledgment.

United States of America }
Western District } S.S.
Indian Territory }

On this 18th day of Dec. 1906, before me the undersigned Authority appeared in person F. M. Erickson to me personally known as the person whose name appears upon and within the foregoing instrument as the Mortgagor, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth, and I do hereby so certify.

In Testimony whereof, I have hereunto set my hand and seal as Notary Public within and for the Western Judicial District of the Indian Territory the day and year last above written.

(seal) Tulsa, Ind. Ter.

L. D. Mann.

My Commission expires June 18, 1910

Notary Public.

Filed for Record Dec. 18, 1906, 4 P.M.

Otto Sarton.

Deputy U. S. Clerk & ex-officio Recorder.