

thereof, without the consent of the party of the second part, or in case the said party of the second part shall at any time deem itself insecure so deem that, in order to properly protect itself and secure full payment of 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 so 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 weeks 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 other parties, and out of the proceeds of sale the said party of the second part to retain the sum and it as herein set forth, and the cost of this trust and of sale rendering the overplus, if any, to the said party of the first part his executors, administrators or assigns

Given under my hand and seal this nineteenth day of December, 1906.

Witness. G. S. Carr
B. H. Kerns

J. H. Kelley
mark

Acknowledgment

Indian Territory }
Western District } S.S.

Be it Remembered, That on this 19 day of Dec. 1906, before me Arthur Farmer, a Notary Public, duly commissioned within and for said Territory and District, personally appeared J. H. Kelley personally well known to me to be the person described as the mortgagor in, and whose name is 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.
(Seal) Western District, I.T.
My commission expires Jan. 19/1909

Arthur Farmer
Notary Public.

Indian Territory, Western District, I.T. Sworn Statement.

J. H. Kelley, the mortgagor above mentioned, being sworn, say that the said mortgagor is the legal and absolute owner of the property above described, and that same is now in his possession and under his control and that the same is free from all claims or liens whatsoever.

Witnesses
Arthur Farmer
Jury / Examiners

J. H. Kelley
mark

Subscribed and sworn to before me this 19 day of Dec. 1906.
(Seal) Western Dist. d. T.
My commission expires Jan. 19. 1909

Arthur Farmer
Notary Public.

Filed for Record Dec. 21, 1906, 1 PM
W. S. Lott
Deputy U. S. Clerk and Co. Officer Rec.