

herein set forth, or should the party of the first part (prior to the full payment of the above mentioned indebtedness) sell, attempt to sell, lease, remove or otherwise dispose of the property herein conveyed, or any part 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 it self insecure, or deem that, in order to properly protect itself and secure full payment of above mentioned indebtedness, such action shall be necessary, then, in either event, the party of the second part, its 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 same, or so much as may be necessary at public sale, without appraisal. The appraisal required by law being hereby expressly waived. At St. Paul, D.T., for each 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 said sale the said party of the second part to retain the sum due it, its executors, administrators or assigns.

I agree to pay the cost of releasing this mortgage.

GIVEN under my hand and seal this 7th day of Aug. a - 1906.

R. L. Cummings (Seal)

United States of America, Indian Territory, Western District, ss.

On this 7th day of August 1906, before me, a Notary Public within and for the Western District of the Indian Territory appeared in person R. L. Cummings personally well known to the person whose name appears upon the within and foregoing mortgage as the party grantor, and stated that he (they) 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 affixed my official seal, in said district and territory on the day and year first above written.

(Seal) Western District, Indian Ter.

Joseph B. Bunker.

My commission expires 10/20-1906.

Notary Public within and for the Western District, Indian Territory

Filed for Record Aug 13, 1906, at 8:00 a.m.

Chas. Lorton

Deputy Clerk and Ex-officio Recorder.
No. 530

P. D. M.
P. L. M.
C. L.
C. D.
C. I.

Maggie Roach,

To

Affidavit.

The Public.

United States of America, Indian Territory, Western Judicial District, ss. This day personally appeared before me a Notary Public within and for the Western District of the Indian Territory, Maggie Roach to me personally known, and after being duly sworn, she swore and says that she is a Cherokee Freedman and on the 14th day of August, 1888, and reached her majority on the 15th day of August, 1906. Further affidavit as to her status.

Maggie Williams (nee Roach)

Subscribed and sworn to before me this the 15th day of August, 1906.

(Seal) Western District, D.T.

W. W. Dickinson

My Comm. exp. Feb. 22, 1910

Notary Public.

Filed for Record Aug. 16, 1906, at 11:00 a.m.

Chas. Lorton

Deputy Clerk and Ex-officio Recorder.