

provided, then and in any or either of the aforesaid cases, all of said notes and sums of money, both principal and interest, shall, at the option of the party of the second part, its successors or assigns, without notice of said option to anyone, become at once due and payable; anything in said notes or in this mortgage to the contrary notwithstanding; and the party of the second part, its successors or assigns, or any of them shall thereupon have the right to take immediate ^{and exclusive} possession of said property, and every part thereof, and for that purpose may pursue the same or any part thereof, wherever it may be found, and also may enter any of the premises of the said party of the first part, with or without force or process of law, whenever the said Goods and Chattels may be, or be supposed to be, and search for the same, and, if found, to take possession of and remove and sell and dispose of, said property, or any part thereof, 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, either by publication in some newspaper in the town of Muskogee or by similar notices posted up in three public places in the vicinity of such sale, or at private sale, with or without notice, for cash, or on credit, as the said party of the second part, its successors or assigns, agents or attorneys, or any of them may select, at any such sale or auction the said mortgage, its successors or assigns, agents or attorneys, or either of them may become the purchaser, and out of the money arising from such sale to retain all costs and charges for pursuing, searching for, taking, removing, keeping, storing, advertising, and selling said property, goods, chattels, and effects, and all prior liens thereon, together with the amount due and unpaid upon said notes, or any of them, either in principal or interest, under the overplus of money arising from such sale if any there shall be; unto R. W. Baker and B. W. Gulick or their legal representatives, which sale or sales so made shall be a perpetual bar, both in law and equity, against the party of the first part or their legal representatives and assigns.

And, Provided, also, that the said parties of the first part will keep the said Goods and Chattels, during the continuance of said indebtedness, insured in such company or companies as the said party of the second part, its successors or assigns shall direct, for such sum or sums as such companies will insure for, not to exceed the amount of said indebtedness, except at the option of said party of the first part, and will assign, with the consent of the insurers, the policy or policies of insurance to said party of the second part, as further security for the indebtedness aforesaid.

And finally Provided, that if, for any cause, it shall become necessary to foreclose this mortgage or to seize the property hereby mortgaged for any of the reasons above set forth, then the party of the second part, its successors, assigns, or its legal representatives, are authorized to add to the amount of the note or notes unpaid and herebefore secured ten percent for attorney's fees.

In Witness Whereof, The said parties of the first part have hereunto set their hand and affixed their seal the day and year first above written.

Signed, Sealed and Delivered in Presence of
W. E. Gordon

R. W. Baker (Seal)

B. W. Gulick (Seal)

United States of America, Indian Territory, Western district ss. Be it remembered that on this 3rd day of May, 1905 came before me the undersigned, a Notary Public within and for the Western Judicial District of the Indian Territory aforesaid, duly commissioned and acting as such, R. W. Baker and B. W. Gulick, to me personally well known as the parties whose names appear in the within and foregoing instrument, as the parties grantor, and stated that they had executed the same for the consideration and purposes therein mentioned and set forth, and I do hereby so certify.

(Seal) Western district, Indian Territory

My commission expires April 21/08

Wm. J. Cook

Notary Public

Filed for Record Aug. 22, 1906, at 8:00 A.M.

Alvin Lorton

Deputy Clerk and ex-officio Recorder