

or waste for want of proper care of said property; or if the party of the first part shall sell or assign, or attempt to sell or assign, the said Goods and Chattels, or any part thereof, or any interest therein, or if any ^{isued} Justice of the Peace, or any other Court, or by any Justice of the Peace, or any other Court, shall believe or said Goods and Chattels, or any part thereof, or if the party of the first part shall fail or neglect to keep the property insured for the further security of the party of the second part, and to deposit the policies as herein after 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 any one, 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 then and there 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, wherever the said Goods and Chattels may be, or be supposed to be, and each 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 time of sale, together with a description of the property to be sold, either by publication in some newspaper in the City of Tulsa 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 elect, at which sale or auction the said mortgage, its successors or assigns, agent or attorneys, or either of them, may become the purchasers, and out of the money arising from such sale, to retain all costs and charges for pursuing, searching for, taking, removing, keeping, advertising, storing, and selling such 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 E. J. Schaffje 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 company or companies will insure for, not to exceed the amount of said indebtedness, except at the option of said parties of the first part, and will assign with proper 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 notes or notes unpaid and hereby secured, ten per cent. for attorney's fees together with all costs properly made or accruing by reason of such foreclosure or seizure.

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

Signed, Sealed, and Delivered in Presence of,

Baker & Schaffje

(Seal)

R. W. Baker.

(Seal)

State of Indian Territory, County of Western District. D. C. Boone a Notary Public in and for said County, do hereby certify that this mortgage was duly acknowledged before me by the above named Baker & Schaffje the mortgagor therein, and entered by me this 10th day of November A.D. 1905.

(Seal) Western District, Ind. Terr.

My Comm. Expires July 8, 1907.

D. C. Boone

Notary Public

Filed for Record Aug 22, 1906, at 8:00 A.M.
This document
is a copy of the original
as filed in the office of the
Notary Public.