case the Mortgagee shall, at any time, deem himself insecure, or deem that in order to protect himself, and secure the full payment of the above mentioned indebtedness such action should be necessary, then in either case the Mortgagee, his agent or attorney, is hereby authorized and empowered to declare the whole indebtedness hereby secured at once due and payable, and to take charge of said property on demand, without process of law, and sell or dispose of the same, or so much thereof as may be necessary, at public sale, without appraisement (the appraisement required by law being expressly waived) at the front door of the United States Court House in the Town of Wagoner, I.T., for cash in hand, upon two weeks notice in some news paper published in the Western District of the Indian Territory or by written or printed hand bills, posted in five conspicuous places in the Town of Muskogee, I.T. and the Town of Broken Arrow I.T., at which sale any of the parties hereto may purchase as other parties, and to execute to any purchaser at such sale, a deed conveying all the right, title and interest of the said Mortgagors in and to said property, and the recitals of such deeds so made shall be taken as prima facie true, and out of the proceeds of said sale, the Mortgagee shall retain the sum due him as hereinbefore set forth and provided for, and the costs of this trust and of sale, rendering the over plus, if any to the said W. S. Fears his personal representatives or assigns.

Given under our hands and seals this 26 day of September, 1906.

William S. Fears (Seal)

Nolie Fears (Seal)

United States of America, Indian Territory, Western District, SS. Be It Remembered That on this day personally appeared before me, a Notary Public, duly qualified, commissioned and acting within and for the Western District of the Indian Territory, Williams S. Fears, to me personally well known and known to be the person whose name appears upon the foregoing mortgage as one of the mortgagors, and stated and acknowledged to me that he had executed said mortgage for the purposes and consideration therein mentioned and set forth.

And on the same day voluntarily appeared before me, Nolie Fears wife of said W. S. Fears above mentioned, to me personally well known and known to be the person whose name appears upon the foregoing mortgage as one of the mortgagors, and being examined by me separately and apart from her said husband, in his absence stated and acknowledged that she understood the contents of the foregoing mortgage and had executed the same and signed and sealed her relinquishment of dower and homestead therein for the purposes and consideration therein mentioned and set forth as her free voluntary act and deed, and without any compulsion or undue influence from her said husband.

In Testimony Whereof, I have hereunto set my hand and affixed my notarial seal this 26 day of September, 1906.

(Seal) Western District, Indian Territory. H. G. Dunlap

My commission expires, June 25, 1908. Notary Public.

Filed for Record Sep. 27, 1906, at 9:00 A.M.

Otis Foster

Deputy Clerk and Ex-officio Recorder.