

actual notice to said mortgagor of the time and place shall be and are hereby wholly waived by said mortgagor. Now if the said party of the first part shall and truly pay the party of the second part the indebtedness herein before mentioned, together with the costs of this trust on or before the time when the same becomes due as herein set forth, then this conveyance shall be void, otherwise to remain in full force and effect. And in case any default shall be made in the payment of said indebtedness, or should the party of the first part (prior to the full payment of the above mentioned indebtedness) sell, attempt to sell, mortgage, convey, lease, or otherwise dispose of the property herein conveyed or any part thereof, without the written consent of the party of the second part; or in case the party of the second part at any time deem itself insecure, or 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 whole of said indebtedness shall at the election of the party of the second part become forthwith due and payable and said 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 the same, or so much as may be necessary, at public sale without appraisement the appraisement required by law being hereby expressly waived (at Collinsville, I.T.) at public auction for cash in hand upon two weeks notice in some newspaper published in the Northern District, Indian Territory, or at such place as said property may be at the time located or by written notices posted in five conspicuous places near the property and which rule 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 shall retain the sum due it as herein set forth, and the expenses of this trust and sale, rendering the overplus, if any, to the said party of the first part — executors, administrators or assigns.

Given under my hand and seal this 15 day of August, 1906.

Signed and executed in presence of

W. J. Hillards

J. C. Hobbs

G. W. Chilton

(Seal)

United States of America, Indian Territory, Northern Judicial District.

On this 15 day of August, A.D. 1906, before me, a Notary Public within and for said Judicial District Indian Territory, appeared in person G. W. Chilton of Collinsville, I.T. to me personally well known as the person whose name appears upon the within and foregoing conveyance as the party grantor and stated that he had executed the same for the consideration and for the therein mentioned and set forth, and I do hereby so certify.

In testimony whereof, I have hereunto set my hand and affixed my Notarial Seal, on the date last above written.

R. A. Douglas

Mayor of the incorporated town of Collinsville, I.T.

Filed for Record Aug 21, 1906, at 8:00 A.M.

Chas. Lott

Deputy Clerk & ex-officio Recorder.