

full payment of the above mentioned indebtedness such action shall be necessary, then, in either event, the part- of the second part, agent or attorney are hereby authorized and empowered to take charge of said property on demand, without process of law, and sell or dispose of the same, or as much as necessary, at public sale without appraisement, (the appraisement required by law being hereby expressly waived, at Tulsa for cash in hand, upon two weeks' notice in some newspaper published in the Western District, Indian Territory, or by written notice, 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 such sale the said part- of the second part to retain the sum due them, as herein set forth, a reasonable attorney's fee and the cost of this Trust, and of sale, rendering the overplus, if any, to the said parties of the first part, their executors, administrators and assigns.

Given under our hands and seal this 20 day of Aug, A. D. 1907.

Witness:

P. L. Thurman

Thomas M. Guilfoyle

Thomas Guilfoyle

Acknowledgment.

United States of America, Western District Indian Territory ss.

On this 20 day of August, 1907 before me the undersigned authority appeared in person Thomas M. Guilfoyle and Thomas Guilfoyle to me personally known as the person whose name appears upon and within the foregoing instrument as the Mortgagor, and stated that he 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 seal as Notary Public within and for the Western Judicial District of the Indian Territory the day and year above written.

(Seal) Western District D. T.

D. B. Crewson

My comm expires 9-27-1910

Notary Public.

Filed for record August 20-1907 at 11:30 A M

Otis Lorton

Deputy Clerk and Ex Officio Recorder