

the proceeds of the sale of said Personal Property shall be sufficient to pay off said note in full, then said land shall not be sold, but if it fails to pay said note in full, then the said land shall be sold as above provided, and the proceeds of the same applied to the satisfaction of the mortgage to the Pioneer Land Company, and the balance to the satisfaction of said note to the said E. D. Sears.

If the said note to E. D. Sears is not paid at maturity, he shall not be compelled to wait until the maturity of the mortgage to said Pioneer Land Co. before foreclosing this mortgage, but he may sell the same subject to the prior mortgage to the Pioneer Land Company.

If anything is left from the proceeds of the sale of said personal property and real estate, after paying said note to said E. D. Sears, and the costs and expenses of sale, the same is to be paid over to said W. P. Tabor.

Witness our signatures this the 18th day of January 1908.
 Witnesses to the signature of W. P. Tabor and Annie Tabor. W. P. Tabor.
 Annie Tabor.

D. C. McDougal.
 Warren H. Brown.
 State of Oklahoma. } ss. a Notary Public, in and for said
 Creek County. } State and County, on this the 18th
 day of January, 1908, personally appeared W. P. Tabor and wife
 Annie Tabor, to me known to be the identical persons who
 executed the within and foregoing instrument, and acknowledged
 to me that they executed the same as their free and
 voluntary act and deed for the uses and purposes
 therein set forth.

(Notarial Seal)

Warren H. Brown, Notary Public.

My commission expires on the 29 day of Nov. 1911.

(Filed for record Feb. 26, 1908 at 8 o'clock A. M.)

(Seal)

H. C. Mathey, Reg. of Deeds.