

Now until a breach be made in some of the conditions hereof, or until such time ~~until~~ ^{or} mortgagee may deem himself insecure, the said mortgagors shall have possession of the said property and the use and benefit thereof, and shall keep and maintain the same at his own proper cost and expense; but upon breach of any of the conditions aforesaid, or if at any time the said mortgagee shall deem the said mortgage insecure; or if any of the above described notes be not paid when due, then and in ^{that} ~~the~~ event the mortgagee may at his option and without notice, declare all the said notes and indebtedness due and payable, and may, by his agents or attorneys, take possession of all or any part of the said mortgaged property and foreclose this mortgage in any manner provided by the statutes of Oklahoma as they shall elect, or by sale of the ~~said~~ ^{same} property, either at public auction, and either with or without notice, and apply the proceeds to the satisfaction of the obligation secured hereby and all necessary costs and expenses of such foreclosure and sale, and to the satisfaction of any other obligation from mortgagor then owing to mortgagee, together with an attorney's fee of twenty five Dollars, if this mortgage is foreclosed by an attorney of record of this state and his name as such appears upon the notices of sale. And in the event that any deficiency exists in the satisfaction of the said debt and costs mortgagor agrees to pay the same, and if any surplus remains from such foreclosure after satisfying such obligations and costs, mortgagee agrees to pay the same to mortgagor upon demand at his place of business.

Witness.

Before me, Herschel B. Hamilton, a Notary Public, in and for said County and State, on this 18th, day of February, 1909, personally appeared ²Edward Engle, a single man, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Herschel B. Hamilton - - - - -

Filed for record at Tulsa, Okla., Apr. 27, 1909, at 9.25 o'clock A. M.

H. C. Walkley, Register of Deeds (SEAL)

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