

note the same shall become payable or if said party of the second part shall at any time deem himself insecure for any cause without assigning any reason therefor, or if the said property or any part thereof is removed from said county, then and thenceforth, it shall be lawful for the said party of the second part, his heirs, executors, administrators successors or assigns, or the authorized agent of either of them to take said property wherever the same may be found and dispose of the same at public auction or private sale, without notice, at the place where said property is found or taken or at any other place in the country where found or taken; and if said property is found or taken without the county where this mortgage is filed for record, then the same may be disposed of as aforesaid, where found or taken, or at any other place in said county or at any place in the county from where the said property or any part thereof was removed, or at the option of said mortgagee said property may be seized and sold in accordance with the Statute laws of Oklahoma State in which event, if foreclosure hereof be by advertisement notice thereof shall be in accordance with Sections 29, 30 and 31, Chapter 54 of the compiled laws of said State, and as part consideration of the indebtedness hereby secured, said mortgagor hereby waives a demand of the performance of the terms of this mortgage and all notice of seizure or sale of the property herein mortgaged, and thereby directly empowers and authorizes said mortgagee, at his option to become a purchaser of said property at any sale thereof; all costs of recovering possession of said property, and of the foreclosure of this mortgage to be paid by said mortgagor and be a lien upon said property, in the event of the foreclosure of this mortgage or any seizure and sale of said property under the terms hereof, or the laws of the State of Oklahoma, the proceeds of said sale shall be applied first to the payment of all costs charges, and expenses incurred thereby in which shall be included the sum of \$10.00 attorney's fees, provided this mortgage is foreclosed by an attorney or record of this State and the name of such attorney appears on the notice of sale; second, in payment of the sums of money and interest thereby secured; and if any surplus be then remaining it shall be paid to the party of the first part or his legal representatives; said party of the first part hereby waives and claim to damages by reason of any seizure or sale of said property under the terms of this mortgage, regardless of the price for or the manner in which the same may be seized or sold. And until default be made as aforesaid, or until such time as the party of the second part shall deem himself insecure as aforesaid, the said party of the first part to continue in the peaceful possession of all the said property; all which, in consideration hereof, he engages shall be kept in as good condition as the same now is, and taken care of at said mortgagor's cost and expense. And if from any cause said property shall fail to fully satisfy the debt and interest and cost and expenses aforesaid, said party of the first part agrees to pay the deficiency.

IN WITNESS WHEREOF, The parties of the first part have hereto set their hands the 18th day of November in the year of our Lord Nineteen Hundred and Nine.

Executed in presence of.

J. H. Pense

Malissa Pense.