

P. D. 11  
P. I. 22  
P. L. 33  
C. L. 44  
C. D. 55  
C. I. 66

Know all Men by these Presents, That Harvey W. Hellums (a single man)

his wife, of Shiotook Ind. Ter. hereinafter referred to as party of the

first part, in consideration of the sum of Two hundred and no/100 Dollars in hand paid by UNION TRUST COMPANY (an Indian Territory Corporation) hereinafter referred to as party of the second part, the receipt whereof is hereby acknowledged, first party has Granted, Bargained, Sold and Conveyed, and by these presents does hereby Grant, Bargain, Sell and Convey unto the said UNION TRUST COMPANY (an Indian Territory Corporation), its successors and assigns, the following described premises, in Shiotook Ind. Territory Indian Territory, to-wit:

Lots Nos. One (1) Two (2) Three (3) & Four (4) in Block No Six (6) in Barnett Addition to the town of Shiotook Ind. Ter. according to the Plat and Survey thereof.

TO HAVE AND TO HOLD the premises above described, with the appurtenances thereunto belonging, to the said George M. Janeway its successors and assigns forever.

And the said party of the first part covenants with the said party of the second part that he is lawfully seized in fee of said premises and same are free from all incumbrances. That he has a good right to sell and convey the same and that he will, and his heirs, executors, administrators and assigns shall forever warrant and defend the title to said real estate against all lawful claims and demands whatever.

And said George M. Janeway wife of said George M. Janeway for and in consideration of the said sum of money, does hereby release and quit-claim, transfer and relinquish unto the said party of the second part, its successors and assigns, all her right, claim and possibilities of dower and homestead in and to said real estate forever.

This sale is made on condition, that whereas, said party of the first part is justly indebted to the said party of the second part in the sum of Two Hundred & no/100 Dollars for money loaned to the party of the first part by the party of the second part, evidenced by first promissory note of even date herewith with interest thereon from date at the rate of 8 per cent. per annum, more specifically described as follows, to-wit:

\$ 50.00 Note No I Shiotook, IND. TER. Dec 11 1906

Six months after date, we, or either of us, promise to pay to the order of George M. Janeway UNION TRUST COMPANY 100 Dollars, for value received, negotiable and payable at office of George M. Janeway Shiotook I.T. 100 Dollars, at the rate of 8 per cent. per annum until paid; and if interest is not paid annually, to become as principal and bear same rate of interest. The drawers and endorsers severally waive presentation for payment, protest and notice of protest, and non-payment of this note, and agree to pay attorney's fees, all court costs, and all other expenses incurred in collecting this note and interest, or any part thereof.

Note No II - date Dec 11th 06 - amount \$50.00 due 12 months after date 8% int from date  
Note No III - date Dec 11th 1906 - amount \$50.00 due 18 months after date with 5% int from date  
P. O. Note IV - date Dec 11th 1906 - amount 50.00 due 24 months after date with 6% int from date

Now, if the said party of the first part shall pay or cause to be paid said note and the interest thereon according to the tenor and effect thereof and do and perform each and every covenant and agreement herein contained, then this instrument shall be null and void, otherwise be a lien in full force and effect. And in case of non-payment, then the said party of the second part shall have power to sell said property at public sale to the highest bidder for cash at Shiotook in the Western District, Indian Territory, public notice of the time and place of the said sale having been first given thirty (30) days by advertising in some newspaper published in said town or Territory, at which sale the party of the second part, its successors or assigns, may bid and purchase as any third person might do.

Said party of the first part hereby authorizes said second party, its successors or assigns, to convey said property to any one purchasing at said sale and to convey an absolute title thereto; and in the recitals, its deeds or conveyances shall be taken as prima facie true, and the proceeds of the said sale shall be applied first, to the payment of all the costs and expenses attending said sale. Second, to the payment of said debt and interest, and the remainder, if any, shall be paid to the party of the first part, his heirs, executors, administrators and assigns.

Said party of the first part, for and in consideration of money loaned as aforesaid, hereby waives and relinquishes all rights of redemption, appraisement and homestead allowed by law.

In Testimony Whereof, The party of the first part has hereunto set his hand, this the 11th day of December 1906.

Harvey W. Hellums

Seal

Seal

Seal

#### ACKNOWLEDGMENT.

UNITED STATES OF AMERICA, }  
INDIAN TERRITORY, } ss.  
Western District.

On this 11th day of December 1906, before me, Carlington H. Cleveland a Notary Public within and for the Western District of the Indian Territory, appeared in person Harvey W. Hellums a single man to me personally well known as the person whose name appears upon the within and foregoing Mortgage Deed as one of the parties grantor, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth, and I do hereby so certify.

And I further certify that on this day voluntarily appeared before me George M. Janeway wife of the said George M. Janeway to me well known to be the person whose name appears upon the within and foregoing Mortgage Deed, and in the absence of her said husband, declared that she knew the contents of the within Mortgage Deed and had of her own free will signed the relinquishment of dower and homestead therein expressed, for the purpose therein contained and set forth, without compulsion or undue influence of her said husband.

In Testimony Whereof, I have hereunto set my hand and official seal as such Notary Public on the Western District of the Indian Territory, on the 11th day of December 1906.

[SMAL] Western District Ind. Ter.

My commission expires Aug 31, 1910

C. H. Cleveland

Notary Public.

Filed for record this 14 day of Dec. A. D. 1906, at 8 o'clock A M.

Olus Lorton  
Deputy Clerk and Ex-Officio Recorder.