

P. D. 27  
P. I. 24  
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C. I. 24

Know all Men by these Presents, That Jonathan Carr and Rose E. Carr

his wife, of Shiatook, Ind.

hereinafter referred to as party of the

first part, in consideration of the sum of Four 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 Shiatook Indian Territory, to-wit:

Lot Seventeen (17) Block number nine (9), in the said town of Shiatook, according to the original survey and plat thereof

TO HAVE AND TO HOLD the premises above described, with the appurtenances thereunto belonging, to the said UNION TRUST COMPANY, its successors and assigns forever.

And the said party of the first part covenants with the said party of the second part that they are lawfully seized in fee of said premises and same are free from all incumbrances. That they have a good right to sell and convey the same and that they will, and their 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 Rose E. Carr wife of said Jonathan Carr 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 Four hundred and no/100 Dollars for money loaned to the party of the first part by the party of the second part, evidenced by one 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:

\$ 400.00 TULSA, IND. TER. Jan. 22 1907  
Jan. 1, 1908 after date, we, or either of us, promise to pay to the order of G. M. Ellison UNION TRUST COMPANY, Tulsa, Ind. Ter., Four hundred and no/100 Dollars, for value received, negotiable and payable at office of UNION TRUST COMPANY, Tulsa, Ind. Ter., without defalcation or discount, with interest from date 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.

Due Jan. 1, 1908

P. O. Shiatook, Ind.

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 Shiatook in the Ind. Co. or within 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, their 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 their hands, this the 22 day of January 1907.

Jonathan Carr

Rose E. Carr

Seal

Seal

Seal

#### ACKNOWLEDGMENT.

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

On this 22 day of January 1907, before me, C. H. Cleveland a Notary Public within and for the Western District of the Indian Territory, appeared in person Jonathan Carr and Rose E. Carr to me personally well known as the person whose name appears upon the within and foregoing Mortgage Deed as part of the parties grantor, and stated that they 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 Rose E. Carr wife of the said Jonathan Carr 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 of the Western District of the Indian Territory, on the 22 day of January 1907.

[SEAL] Notary Public

My commission expires Aug. 31, 1907

C. H. Cleveland

Notary Public.

Filed for record this 1 day of Mar. A. D. 1907, at 6 o'clock a M.

Chas. Lorton

Deputy Clerk and Ex-Officio Recorder.