23CONTRACTOR 4164 REAL ESTATE MORTCAGE-With Power of Sale. C. 1 Know all Men by these Presents, That وب her prestand 61 PLA hereinafter referred to as party first part, in consideration of the sum of Elmend first part, in consideration of the sum of Elmennet of the second part, include the second part, the receipt where of it is and 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 Sell and Conveyed, and the second part of the second part. edeminita Mjou 255 in Polock One Hundred P all st form (4) Å В to th House -ded plat ۵ TO HAVE AND TO HOLD the premises above described, with the appurtenances thereunto belonging, to the said UNION TRUST COMPAN essors and assigns forever. will, and their And said. wife of said. 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 One principal first part is justly indebted to the said party of the second part in the sum of Dollars Dollars P ond part, evidenced by <u>Douand</u> promissory note of even date herewith of per cent. per annum, more specifically described as follows, to-wit; mut containing the promotion of the promo 2 i g 1 TULSA, IND. TER. OMax 2-1-.190.7 Fart month after date, we, or either of us, promise to pay to the order of UNION TRUST COMPANY, 207,00 Tulsa, Ind. Ter., undred 100 Dollars, for value received, negotiable and payable at office of UNION TRUST COMPANY, Tulsa, Ind. Ter., without defalcation or discount, with interest from principal and bear same rate of interest. The drawers and endorsers severally waive presentation for payment, protest and notice of protest, and nonpayment 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 ly 1907 lir 4 A 00 L ð Due \mathcal{C} Q ler P. 0. 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 ease 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 E(ulso in the multiple second part shall have power to sell said property at public sale to the highest bidder for cash at E(ulso in the multiple second part shall have power to sell said property at public sale to the highest bidder for cash at E(ulso in the multiple second part shall have power to sell said property at public sale to the highest bidder for cash at E(ulso in the multiple second part shall have power to sell said property at public sale to the highest bidder for cash at E(ulso in the multiple second part shall have power to sell said property at public sale to the highest bidder for cash at E(ulso in the multiple second part shall have power to sell said property at public sale to the highest bidder for cash at E(ulso in the multiple second part shall have power to sell said property at public sale to the highest bidder for cash at E(ulso in the multiple second part shall have power to sell said property at public sale to the highest bidder for cash at E(ulso in the multiple second part shall have power to sell said property at public sale to the highest bidder for cash at E(ulso in the multiple second part shall have power to sell said property at public sale to the highest bidder for cash at the multiple second part second part shall have power to sell said property at public sale to the highest bidder for cash at the multiple second part 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 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,L.A.beirs, 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. Thuis hand, this the <u>4</u> 190. m a Seal, Seal; Seal ACKNOWLEDGMENT. UNITED STATES OF AMERICA, INDIAN TERRITORY, SS. Western District. 4 On this day of 0.000 and the Indian Territory, appeared in person. I appeared in person of the Western District of the Indian Territory, appeared in person. I appeared the personally well known as the person whose name appears upon the within and foregoing Mortgage Deed the same for the consideration and purposes therein mentioned and set forth, and I do hereby so certify. ...day of mar tio 1 ited e of the parties stated that And I further certify that on this day voluntarily appeared h vife of the name appears upon the within and foregoing Mortgage Deed ber own free will signed the relinquishment of down to me well known to be the person whose ntents of the within Mortgage Deed and had of signed the relinquish and in the absence of her said husband, declared that she knew the and had of mestead therein expressed, for the purpose therein contained Lset forth. West n District of the Indian Ter nayday of 180 rist [SHAL] (Y ٦ì I 1910 My commission expires Filed for record this $\gamma\gamma\gamma$ A. D. 190 ନ୍ଦ -