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REAL ESTATE MORIGAGE-With Power of Sale

Vales Walkard

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Know all Men by these Presents, That Le lingle.

Time Hundred 20/100 first part, in consideration of the sum of. 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 ecknowledged, first party has Granted, Bargained, Sold and Conveyed, and by these presents does hereby Grant, Bargain, Sell and Convey unto the

his wife, of Luca

hereinafter referred to as party of the

hereby ecknowledged, 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 *Mistaw Mistrich*, Indian Territory, to-wit: *Lota Qual Fourteens (14), Fifteen (15), Mixteens (16), Seventeens (17) in Block Rig. (6) Lete Ran Kinteen (19), Twenty (20), Twenty one (21) twenty-two (22) twenty three (23) Lwenty-four (24) in Block Lens(19)*, *Role Ran seven (2) Eights, Jaine (9) Iew (10) Eleven (Cleven (11), Iwelve (12), in Block Lens(19)*, *Lote Ran One (1) Two (2) Three (3), Four (41, Fire (5), sige (6) in Block Iwelve (12), Jose Kineter (19) Iwenty (20), Twenty (20), Twenty one (21) Twenty, two (22) Twenty three (23), Twenty-four (24) Twenty-five (25) Leventy (20), Twenty (26) Twenty seven (27) in Block Joseful (23), Twenty-four (24) Twenty-five (25) Leventy (26) Twenty seven (27) in Block Iherteen (13) in Berry's addiction to Techan, Jeed. Jer.* 

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 <u>ship</u> lawfully sejzed in fee of said premis and some are free from all incumbrances. That the said party of the second part that <u>ship</u> will, and <u>some</u> will, and <u>some</u> and some are free from all incumbrances. That the said party of the second right to sell and convey the same and that will, and <u>some</u> will, and <u>some</u> heirs, executors, administrators and assigns shall forever warrant and defend the title to said real estate against all lawfull claims and demands whatever. lawfully seized in fee of said premises Andraid

...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 end to end 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 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 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 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 Dollars for money loaned to the party of the first part by the party of the second part, evidenced by \_\_\_\_\_\_\_ promissory note\_\_\_\_\_\_ of even date herewith with interest thereon from date at the rate of \_\_\_\_\_\_\_ per cent. per annum, more specifically described as follows, to-wit: \$50000

TULSA, IND. TER. September 25th 190-7 sig mouth after date, we, or either of us, promise to pay to the order of UNION TRUST COMPANY, Drive hundred 201100 /100 Dollars, ٢., Tulsa, Ind. Ter...

L Due March 23th 1908 Be

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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 Julsa in the Musteria 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 

appraisement and homestead allowed by law. her In Testimony Whereof, The party of the first part has hereunto set.

of September 1907	
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	Seal
	Seal
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ACKNOWLEDGMENT. UNITED STATES OF AMERICA, )	
INDIAN TERRITORY, SS.	<i>ss.</i>
Western District. On this 2.5 the day of systember 100.7, before me, f. M. I fagmer alrotary within and for the Western District of the Indian Territory, appeared in porson Sofurie Berry	J
within and for the Western District of the Indian Territory, appeared in porson <u>Johnic</u> <u>Recuy</u> personally well known as the person whose name appears upon the within and foregoing Mortgage Deed as one of the parties granter, and stated that <u>the</u> had ex the same for the consideration and purposes therein montioned and set forth, and I do hereby so certify.	to me cecuted
And I further certify that on this day voluntarily appeared before me	
and in the absence of her said husband, declared that she knowlthe contents of the within Mortgage. Aced and had of her own free will signed the relinquishment of dow homestead therein expressed, for the purpose therein contained and set forth, without compulsion or undia influence of her said husband.	Deed, er and
In Testimony Whereof, I have hereonto set my hand and official as such on the Western District of the Indian Territory,	on the
25 th day of september 1007 [SHAL] Mestern Dirt. J.J. My commission expires Nov, 29-08	Public.
Filed for record this & 12 6 day of september A. D. 190. 7, at 2125 o'clock as M.	
" atis Carlon	
Deputy Clerk and Ex-Officio Record	der.

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