37 6730 REAL ESTATE MORTGAGE-With Power of Sale. P D. D. P I. D. P L. £ Bandy Know all Men by these Presents, That.... 1 C. On 95. hereinafter referred to as party of the too 大 his wife, Dollars C and first part, in consideration of the sum of States And S no L. D Indian Territory, to-wit: for alloftots ~ One(1) two (2) three (3) nber × (6) (7) all in B n of bky with n the to Ind Car orde att -ding to TO HAVE AND TO HOLD the premises above described, with the appurtenances thereunto belonging, to the said UNION TRUST COMPANY, -its successors and assigns foreve its successors and assigns forever. And the said party of the first part covenants with the said party of the second part that <u>this</u> and 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 <u>this</u> will, and <u>the</u> 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 <u>martial</u> <u>Barriel</u> of the second part, the second part that the said party of the second part, the 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, the 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 the second part in the sum of the second part in the sum of the second part is justly indebted to the said party of the second part in the sum of the second part is justly indebted to the said party of the second part in the sum of the second part in the sum of the second part is justly indebted to the said party of the second part in the sum of the second part in the sum of the new party of the first part by the party of the second part, evidenced by the party of the second part in the sum of the new party of the second part, evidenced by the party of the second part in the sum of the new party of the first part by the party of the second part, evidenced by the party of the second part in the sum of the new party of the first part by the party of the second part, evidenced by the party of the second part in the sum of the second part in the sum of the new part, evidenced by the party of the second part, evidenced by the party of the second part in the sum of the second part in the second part is part by the party of the first part by the party of the second part, evidenced by the party of the second part is part part in the second part is part part in the second part in the sum of the second part in the second part is part part part in the second part is part part part in the second part is Keatook Tulsa; Ind. Ter., MOalt 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 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. Due Oct 4- 1908 Skinlook Jo, P. O. 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. )/Lialoo cash at the said sale thying 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 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 day Seal Seals ACKNOWLEDGMENT. UNITED STATES OF AMERICA, INDIAN TERSIGITORIA, Western District. On this day of Octobeling, before mo, 644 within and for the Western District of the Indian Territory, appeared in person. We within and for the Western District of the Indian Territory, appeared in person. INDIAN TERRITORY, *SS*. 88 within and for the vestern District of the initial reinfory, appeared in person personally well known as the person whose name appears upon the within and foregoing the same for the consideration and purposes therein mentioned and set forth, and I do he uted id ext ( And I further certify that on this day voluntarily appeared before me. And I further certify that on this day voluntarily appeared before me. And I further certify that on this day voluntarily appeared to me well known to be the person whose name appears to me well known to be the person whose name appeare to me well known to be the person whose name appeare to me well known to be the person whose name appeare to me well known to be the person whose name appeare the contained and set forth, without compulsion or name is a set of the said husboard to be the purpose therein contained and set forth, without compulsion or name is a set of the said husboard to be the person whose therein contained and set forth, without compulsion or name is a set of the said husboard to be the person whose therein contained and set forth, without compulsion or name is a set of the said husboard to be the person whose therein contained and set forth. mar wife of the said the within and foregoing Mortgage Deed, signed the relinquishment of dower and inguance of her said husband. day Iu Testimony Whereof, I have hereunto set my hand and official seal as such. <u>Ly</u> day of <u>Octobell</u> 190 7 [SRAL] Mistan Dist 9/5. 0 CMy commission expires ang 31-1910 Filed for record this. A. D. 190. 7 ..., at. Officio Recorder. 13 1.8

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