

P. D. No.  
P. I. No.  
P. L.  
C. L.  
C. E.  
C. I.

Know all Men by these Presents, That David Acklin and Minerva Acklin  
his wife, of Shiatook, I. T. hereinafter referred to as party of the  
first part, in consideration of the sum of Two hundred twenty five and 25/100 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, Ind. Ter. Indian Territory, to-wit:

All of Lots number One (1) and Two (2), in block number  
Thirty nine (39), in the town of Shiatook, Ind. Ter. according to the  
recorded 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 Minerva Acklin wife of said David Acklin  
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 twenty five and 25/100 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:

\$225.25 Shiatook, I. T. after date, we, or either of us, promise to pay to the order of UNION TRUST COMPANY,  
Tulsa, Ind. Ter. Two hundred twenty five and 25/100 Dollars,  
for value received, negotiable and payable at office of UNION TRUST COMPANY, Tulsa, Ind. Ter., without defalcation or discount, with interest from  
October 4, 1907 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 Nov 4 - 1907  
P. O. Shiatook, I. T.

David Acklin  
Minerva Acklin

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 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, 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,  
appraisal and homestead allowed by law.

In Testimony Whereof, The party of the first part has hereunto set their hands, this the 4 day  
of October 1907

David Acklin Seal  
Minerva Acklin Seal  
Shiatook Seal

## ACKNOWLEDGMENT.

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

On this 4th day of Oct 1907, before me, B. H. Cleveland Notary  
within and for the Western District of the Indian Territory, appeared in person David Acklin 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 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 Minerva Acklin wife of the said  
David Acklin 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  
4th day of October 1907

[SEAL] - David J. J.

My commission expires Aug. 31, 1910

B. H. Cleveland Notary Public.

Filed for record this 10 day of Oct A. D. 1907, at 9 o'clock A. M.

Atie S. Saylor  
Deputy Clerk and Ex-Officio Recorder.