43 REAL ESTATE MORTGACE-With Power of Sale. Ella V New P\$ Know all Men by these Presents, That. his-wife, of Teels L P her freechand as party of the . hereinafter referred to L D 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 laur Course Childertonces Indian Torritory, to-wit: all of lot four (4) in Block one tounded security The (173) in the Gill of Tulia , we per recorded se 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. lawfully seized in fee of said premises d that And-saidwife-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 *By fifteent for money* loaned to the party of the first part by the party of the second part, evidenced by *methods* promissory note of even date herewith with interest thereon from date at the rate of *the first* per cent. per annum, more specifically described as follows, to-wit: **TULSA**, **IND. TER.** *To first* 190.5. TULSA, IND. TER. To for any 1902 1907 TULSA, IND. TER. To for any 1908 1907 Tulsa, Ind. Torr, 1907 for value received, negotiable and payable at office of UNION TRUST COMPANY, Tulsa, Ind. Fer., without defalcation or discount, with interest from at the rate of 1977 per cent. per approxy until with and it interest from 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. N. Ella V. Stall Due Edward & alleter 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. 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 <u>free fra</u> in the <u>configuration of District</u>. Indian Territory, public notice of the time and place of in the allafound _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,the 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__________ hand____, this the day chinang .190 Seals Seal ACKNOWLEDGMENT. UNITED STATES OF AMERICA, INDIAN TERRITORY, Western District. day of July and the state of the India ..., before me, within and for the Western District of the indian Torribry, appeared in porson of the presentation of the indian Torribry appeared in porson of the same for the consideration and purposes therein mentioned and set forth, and I do hereby so certify. within and for the Wester to me a later Nº nos And I further certify that on this day voluntarily app d. for the purpuse th contained and set forth. trafaceaif In Testimony Whereof, I have hereunto set my hand and official seal as such 720 Theref Deceller athe, ely 19 the day of hule (Seco) My commission expires [SEAL] 1746-1910 Februa 20 Filed for record this.day of A. C. Halle (Seal) Clerk and Es 13

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