

Know all Men by these Presents, That Frank L. Townsend, and Pauline Townsend his wife, of Indian Territory, part is of the first part, for and in consideration of the sum of One Hundred DOLLARS, to them in hand paid by The Denning Investment Company, party of the second part, the receipt of which is hereby acknowledged, have granted, bargained and sold, and do hereby grant, bargain, sell and convey unto the said second party, its successors or assigns, the following described real estate situated in the town of Libra Western District, in

break Nation, Indian Territory, to-wit: Parts of Lots One (1) and Two (2) in Block Three (3) in the Original Town of Libra, described as follows, Beginning at the North Easterly corner of said Lot Two (2) Thence southerly along the Easterly line of said Lot Two (2), twenty-two (22) feet; Thence westerly and parallel with Northwesterly line of said Lot Two (2), One hundred and forty (140) feet to alley; Thence Northerly along the Easterly line of alley forty (40) feet; Thence Easterly and parallel with the southerly line of said Lot One (1), One hundred and forty (140) feet to the Easterly line of said Lot One (1); Thence southerly along the Easterly line of said Lot One (1), Eighteen (18) feet to the According to the official plat and survey thereof approved by the Secretary of the Interior of the United States, to have and to hold the same unto the said second party, its successors or assigns forever, with all the privileges and appurtenances thereto belonging.

And the said first part is for Themselves and their heirs, executors, administrators and assigns, covenant with the said second party, its successors and assigns, that They are lawfully seized and possessed in fee of the aforegranted premises; that same is free and clear of all incumbrance except a Mortgage for Two to H. A. McCormick; that They have good right to sell and convey the same to the said second party, as aforesaid; and that They will and their heirs, executors and administrators, shall forever warrant and defend the title to said real estate against all lawful claims and demands whatever.

And I, the said Pauline Townsend, wife of the said Frank L. Townsend, for and in consideration of the said sum of money, do hereby release and quit claim, transfer and relinquish, unto the said second party, its successors and assigns, all my right or possibility of dower in or to said real estate.

The foregoing conveyance is on condition: "That whereas, the said first part is are justly indebted to the said second party, in the sum of One Hundred Dollars, for borrowed money, evidenced by promissory notes of even date herewith, with interest thereon from maturity at the rate of 8 per cent. per annum \$25.00 Mch. 1-1908 \$25.00 Sep 1-1908 \$25.00 Mch. 1-1909 \$25.00 Sep 1-1909

Now, if the said first part is shall pay, or cause said notes to be paid, with interest, according to the tenor and effect thereof, and perform all and every other covenant and agreement herein, then this instrument shall be null and void, and shall be released at the cost of said first part is; otherwise to remain in full force and effect.

And it is hereby further stipulated, that during the continuance of this instrument in force, the said first part is shall at all times keep all Taxes fully paid, as required by law and shall keep the buildings on said premises insured against loss or damage by fire, tornado or lightning in the sum of not less than \$ 1200 loss, if any, payable as follows: First, to H. A. McCormick, First Mortgagee as his interests may appear at the time of loss; Second, to The Denning Investment Company, Second Mortgagee as its interests may appear at the time of loss. Said part is of the first part hereby agree to deliver at once, insurance policies as above required, issued by a reliable insurance company, and approved by said second party; and before the expiration of any of said policies, said first part is or their assigns, shall have said policies renewed and delivered to said second party. Said first part is or their assigns agree that the premiums on said insurance policies shall be fully paid at the time of the delivery of said policies and for a term of not less than three years.

AND IT IS FURTHER HEREBY AGREED, That in case the said first part is shall make default in payment of said notes, or the interest thereon, when due, or the taxes, or in keeping said buildings insured as aforesaid, or the principal or interest of any prior incumbrance against said real estate, then the said second party, its successors or assigns, or legal representative, may pay such taxes or prior incumbrances, or interest thereon, or effect such insurance, and the amount necessarily expended therefor, with interest at eight per cent. per annum from the date of such expenditure until repaid shall be considered a sum, the repayment of which is intended to be hereby secured. And said first part is hereby waive any and all rights of appraisement, sale or redemption, provided for in chapter 51, of the Indian Territory Statutes, 1899, the same being An Act on Mortgages, adopted May 2, 1899.

And if default be made in the payment of the sums hereby secured at maturity, or when the same or either of them become due and payable, or if any taxes or assessments, now or hereafter levied or imposed in said Indian Territory against said real estate, or if any installment of principal or interest of any mortgage or lien prior to this are not paid when the same are due and payable, or if default be made in the agreement to keep said property insured, as herein set forth, then, in either of these cases, the sum hereby secured, with the interest thereon, shall immediately become due and payable, at the option of the mortgagee or assigns, without notice. Then the said grantee, or its assigns, agent or attorney, shall have power to sell said property at public sale, to the highest bidder, for cash, at the front door of the U. S. Postoffice in Libra Western District, Indian Territory, as the same may be located at the time of sale, public notice of the time and place of said sale having first been given thirty days, by advertising in some newspaper published in said district, or by printed or written hand-bills posted up in five public places in said city; at which sale the said grantee or assignee may bid and purchase as any third person might do; and we hereby authorize the said grantee or assignee to convey said property to anyone purchasing at said sale, and the recitals of his deed of conveyance shall be taken as prima facie true, and the proceeds of said sale shall be applied, first, to the payment of all costs and expenses attending said sale; second, to the payment of said debt and interest, and the remainder, if any, shall be paid to said grantors or their assigns.

WITNESS our hands and seals on this 16<sup>th</sup> day of August A. D. 1907

Witnesses: Geo. W. Davis  
Percy Koller

Frank L. Townsend Pauline Townsend

UNITED STATES OF AMERICA, INDIAN TERRITORY, ss.

Western District, Personally appeared before me Geo. W. Davis a Notary Public within and for said District and Territory Frank L. Townsend and Pauline Townsend his wife to me well known as the identical persons whose names appear to and upon the within and foregoing instrument, as part is grantor and who stated and acknowledged to me that they had executed the same as their voluntary act and deed, for the consideration, uses and purposes therein mentioned and set forth.

And also, on the same day, voluntarily appeared before me the said Pauline Townsend wife of the said Frank L. Townsend, to me well known, and in the absence of her said husband, declares and acknowledged to me that she had, of her own free will and accord, executed said mortgage and signed and sealed her relinquishment of dower and homestead therein, for the consideration, uses and purposes therein contained and set forth, without compulsion or undue influence of her said husband.

Witness my hand and official seal on this 24<sup>th</sup> day of August, 1907

Geo. W. Davis Notary Public.  
My commission expires Sept. 18, 1910

Filed for Record Aug 31 1907 at 4<sup>10</sup> o'clock P. M.

Otis Foster  
Deputy Clerk and Ex-Officio Recorder.