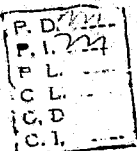


2289



Carrie V. Hansen, et al

J. W. Hacker

Mortgage.

Know all men, by these Presents, That Carrie V. Hansen and Lou C. Hansen, of Tulsa, Indian Territory, for and in consideration of the sum of One hundred fifty and 00/100 Dollars, to them in hand paid, and the promises hereinafter set forth, do hereby grant, bargain, sell and convey unto the J. W. Hacker, of Chandler, Okla., and to his assigns, forever, the following property, which is situate in the town of Tulsa, Indian Territory, namely; all that land which is embraced in Block No. 3 and all improvements thereon, consisting of North 46 2/3 ft of Lot 4 and South 2 ft of Lot 3, as shown upon the map or plat of the said town of Tahlequah, which has been made under authority of the Secretary of the Interior.

And I do hereby covenant with the said J. W. Hacker, that they and his heirs, administrators and assigns will forever warrant and defend the title to the said property against all lawful claims.

And, I, Lou C. Hansen, husband of the said Carrie V. Hansen do hereby release unto the said J. W. Hacker, all my right of dower in and to the said lands, and all improvements thereon.

This sale is made on condition, that whereas, we jointly indebted to the said J. W. Hacker, ^{in the sum of} One hundred fifty Dollars, evidenced by a promissory note - as follows, to-wit:

One note for \$150.00 dated Jan. 1907 Due April 16, 07 after date.

Now, if I shall pay said amount at the time and in the manner aforesaid, then the above conveyance shall be well and void, and in case of non-payment, then the said grantee, or his assignee, shall have power to sell said property at public sale to the highest bidder for cash at the front door of the building now used as a United States Court house in the town of Tulsa, in the Creek Nation, Indian Territory, public notice of the time and place of sale, having been first given ten days, by advertising in some newspaper published in the said town of Tulsa; at which sale the said grantee, or his assignee, shall bid and purchase as any third person might do. Thereby authorizing the said grantee, or his assignee to convey the said property to any one purchasing at the said sale, and to convey an absolute title thereto, and the recitals of the deed of conveyance of the grantee, or his assignee, shall be taken as prima facie true; and the proceeds of the 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 the said grantor.

and it is further stipulated, and agreed, that during the continuance in force of this instrument, the said J. W. Hacker shall at all times keep