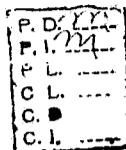


No. 5395

COMPAVED



L. Crawford et al

To  
E.C. Luster

## Mortgage with Power of Sale.

Know All Men By These Presents:

That we, L. Crawford and Rebecca E. Crawford for and in consideration of One Dollar to us in hand paid, and the sum aforesaid hereinafter set forth do hereby grant, bargain and sell unto E. C. Luster of - Indian Territory, and unto his successors and assigns forever, the following property situated in the Creek Nation, Indian Territory, the east half of the south west quarter of Section Thirty six in Town 19 North range 14 east of the Indian Base and Meridian in Indian Territory

To have and to hold the same to the said E. C. Luster, his successors and assigns, together with all and singular the appurtenances and improvements thereunto belonging; and we hereby covenant with the said E. C. Luster that we will forever warrant and defend the title to said property against all lawful claims.

And I, Rebecca E. Crawford, wife of the said L. Crawford, do hereby release unto the said E. C. Luster all my right and interest in and to said lands. This sale is on condition that:

Whereas, the said L. Crawford and Rebecca E. Crawford justly indebted to the said E. C. Luster in the sum of Two Thousand & Six Dollars evidenced by a promissory note dated, the twenty second day of January, A.D. 1877, for Two Thousand & Six Dollars (\$2,000.00) payable to the order of E. C. Luster, July 9th next after date, executed by L. Crawford and Rebecca E. Crawford, with interest at eight per cent per annum after date.

It is agreed between the parties that the building on the said premises constantly insured against loss by fire and tornado in a sum not less than \$1,000.00, and said if any payable to second party, no interest may accrue at that time, and payment delivered to said second party, and to payment thereof.

Now, if said first parties, or any one of them, shall fail to pay said money at the time and in the manner aforesaid, then the above conveyance shall be null and void, and in case of non-payment of the sum hereinabove paid therefor, or failure to keep said insurance or its agreement, then the whole shall be at once due and payable and the said trustee or its assignee, agent or attorney in fact, shall have power to sell said property at public sale, to the highest bidder for each, at the front door of the building used as a County Court house, in Sulphur, Okl., public notice of the time and place of said sale having been first