16.2692 COMPARED 441 MORTGAGE WITH POWER OF SALE. know all open By These presents: That we H. W. Harley unmarried S. W. Smith and Luca M. Swith his suffe 0 " of Broken anow , Indian Territory. for and in consideration of the sum of one dollar to me in hand paid, and the premises hereinafter set forth, do hereby grant, bargain, and sell unto LYNDE-BOWMAN-DARBY COMPANY, a corporation, organized and existing under and by virtue of the laws of the United States in force in the Indian Territory, its successors and assigns, forever the following property, situated in the Bush ..... Nation, and within the limits of the Indian Territory, being more particularly described as follows: North half (12) of the conthe cast quarter and with cast of the conthe cast - quarter of section two (2) and the West half (12) of the north west quarter of section two lie all is townshif matter (19) North uction CIHJeast Subject, however, to a deed of trust executed by the mortgagor to \_\_\_\_\_ C. F. Lyndeas trustee for the mortgagee, given upon the same property this day to secure a principal loan of Iwenty five kundled Dollars, this being a second mortgage upon said premises. TO HAVE AND TO HOLD the same to the said LYNDE-BOWMAN-DARBY COMPANY, its successors and assigns, together with all and singular the appurtenances and improvements thereunto belonging; and Wer hereby covenant with the said LYNDE-BOWMAN-DARBY COMPANY that we will forever warrant and defend the title to said property against the lawful claims and demands of all persons, Lulu M. Lusith \_\_\_\_\_ wife of the said \_ g.a. Luith And I do hereby release unto the said LYNDE-BOWMAN-DARBY COMPANY all my right of dower and homestead in and to said lands. do hereby release unto the said LYNDE-BOWMAN-DARBY COMPANY and my near or down and when the said LYNDE-BOWMAN-DARBY COMPANY in the sum of two kurled fifty one U/100\_\_\_\_\_\_\_\_\_Dollars Dollars evidenced by five promissory notes, each dated on the .23 day of January 1907, and payable to the order of LYNDE-BOWMAN-DARBY COMPANY, respectively on *Hibuary 1st*, 1905 on *Hebriary 1st*, 1907 on *Hebriary 1st*, 1910, on Hebriary 1st, 1911, on on *Hebriary 1st*, 1910 on on on on and bearing interest from maturity at the rate of eight per cent per annum, until paid. Now, if said mortgagor shall 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 same or any part thereof, the said grantee or its assignee, agent or attorney in fact, shall have power to sell said property at public sale, subject to the first lien herein before mentioned, to the highest biddler for cash on the premises after public notice of the time and place of said sale having been first given twenty days by advertisement in some newspaper published in the recording district in which said land is situated, at which sale the said grantee, the or assignee, agent or attorney in fact, may bid and purchase as any third person might do. And I hereby authorize the said grantee, its successors and assigns to convey said property to any one purchasing at said sale and the recipfuls of its deed of conveyance shall be taken as prima facia true. And the proceeds of said sale shall be applied, first, to all costs and expenses attending said sale; second to the paying of said debt and interest and the remainder, if any, shall be paid to said granter. The appraisement and right of redemption allowed by law are hereby expressly waived, this mortgage being given for borrowed money. In case the covenants and conditions herein are kept and performed by the mortgagor, this conveyance is to be void and shall be released by the mortgagee at his cost and expense. ortgagee at his cost and expense H. Le. Failing (SEAL) S.a. Juith (SEAL) Lulu m. Juith real UNITED STATES OF AMERCIA, ACKNOWLEDGMENT. INDIAN TERRITORY. Western DISTRICT. Be It Remembered; That on this day came before me the undersigned, a Notary Public within and for the Western Judicial District of the Indian Territory, duly commissioned and acting as such to me personally well known as the grantor in and within the foregoing deed, and stated and acknowledged that he had executed the same for the purposes and the consideration therein mentioned and set forth, and I do hereby so certify. And I further certify that on the same day also voluntarily appeared before me the said ..... Culu m. Suute wife of the said \_\_\_\_\_\_ B. a. Luith \_\_\_\_\_\_ to me well known and in absence of ber said husband, declared that she had of her own free will signed and sealed the relinquishment of dower and homestead in the foregoing deed for the purposes therein mentioned and set forth, without compulsion or undue influence of her said husband. a. m. Laws Notary Public. [SEAL] Western West and, In.  $\mathfrak{D}$ My commission expires march 1.9, 1910 ..... 1907 .... at 1 1. o'olock ...... Otto Lotton Deputy Clerk and Ex-Officio Recorder.

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