

COMPARED

MORTGAGE WITH POWER OF SALE.

Know All Men By These Presents:

That we W. S. Kears, and Nolie Kears, his wife of Broken Arrow, 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 Creek Nation, and within the limits of the Indian Territory, being more particularly described as follows:

West Half (1/2) of the Northeast Quarter (1/4) and the West Half (1/2) of the East Half (1/2) of the Northeast Quarter (1/4), Section Thirty (30), Township Eighteen (18) North, Range Fourteen (14) East.

Subject, however, to a deed of trust executed by the mortgagor to C. H. Lynde as trustee for the mortgagee, given upon the same property this day to secure a principal loan of Twenty-four Hundred (\$2400.00) 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 I hereby covenant with the said LYNDE-BOWMAN-DARBY COMPANY that I will forever warrant and defend the title to said property against the lawful claims and demands of all persons.

And I Nolie Kears wife of the said W. S. Kears do hereby release unto the said LYNDE-BOWMAN-DARBY COMPANY all my right of dower and homestead in and to said lands.

This sale is on condition that whereas the said W. S. Kears is justly indebted to the said LYNDE-BOWMAN-DARBY COMPANY in the sum of Two Hundred Forty (\$240.00) Dollars

evidenced by ten promissory notes, each dated on the 18th day of April 1902, and payable to the order of LYNDE-BOWMAN-DARBY COMPANY, respectively on November 1, 1902, on May 1, 1908, on November 1, 1908, on May 1, 1909, on November 1, 1909, on May 1, 1910, on November 1, 1910, on May 1, 1911, on November 1, 1911, on May 1, 1912, 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 bidder 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 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 recitals of its deed of conveyance shall be taken as prima facie 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 grantor. The appraisalment 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.

Witness my hand and seal this 18th day of April A. D. 1902
W. S. Kears (SEAL)
Nolie Kears (SEAL)

UNITED STATES OF AMERICA,
 INDIAN TERRITORY,

Western DISTRICT.

ACKNOWLEDGMENT.

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 W. S. Kears 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 wife of the said Nolie Kears to me well known and in absence of her 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.

Witness my hand and seal as such Notary Public this 19 day of April 1902

[SEAL] Western Leitch, Ind. Ter.

My commission expires 3/13/1910

Filed for record Apr 20 1902 at 8:10 o'clock 2 M.

Chas. Lorton
 Deputy Clerk and Ex-Officio Recorder.

Notary Public.
 W. S. Kears, and Nolie Kears, his wife, of Broken Arrow, Indian Territory, 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 Creek Nation, and within the limits of the Indian Territory, being more particularly described as follows: West Half (1/2) of the Northeast Quarter (1/4) and the West Half (1/2) of the East Half (1/2) of the Northeast Quarter (1/4), Section Thirty (30), Township Eighteen (18) North, Range Fourteen (14) East. Subject, however, to a deed of trust executed by the mortgagor to C. H. Lynde as trustee for the mortgagee, given upon the same property this day to secure a principal loan of Twenty-four Hundred (\$2400.00) 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 I hereby covenant with the said LYNDE-BOWMAN-DARBY COMPANY that I will forever warrant and defend the title to said property against the lawful claims and demands of all persons. And I Nolie Kears wife of the said W. S. Kears do hereby release unto the said LYNDE-BOWMAN-DARBY COMPANY all my right of dower and homestead in and to said lands. This sale is on condition that whereas the said W. S. Kears is justly indebted to the said LYNDE-BOWMAN-DARBY COMPANY in the sum of Two Hundred Forty (\$240.00) Dollars evidenced by ten promissory notes, each dated on the 18th day of April 1902, and payable to the order of LYNDE-BOWMAN-DARBY COMPANY, respectively on November 1, 1902, on May 1, 1908, on November 1, 1908, on May 1, 1909, on November 1, 1909, on May 1, 1910, on November 1, 1910, on May 1, 1911, on November 1, 1911, on May 1, 1912, 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 bidder 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 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 recitals of its deed of conveyance shall be taken as prima facie 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 grantor. The appraisalment 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. Witness my hand and seal this 18th day of April A. D. 1902 W. S. Kears (SEAL) Nolie Kears (SEAL) UNITED STATES OF AMERICA, 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 W. S. Kears 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 wife of the said Nolie Kears to me well known and in absence of her 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. Witness my hand and seal as such Notary Public this 19 day of April 1902 [SEAL] Western Leitch, Ind. Ter. My commission expires 3/13/1910 Filed for record Apr 20 1902 at 8:10 o'clock 2 M. Chas. Lorton Deputy Clerk and Ex-Officio Recorder.