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MORTGAGE WITH POWER OF SALE.

COMPALED

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P. B. M.
P. L.
C. L.
C. P.
C. I.

Know All Men By These Presents:

That we Phoebe B. Trusler nee Mathewson 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 Broken Arrow Nation, and within the limits of the Indian Territory, being more particularly described as follows:

the South half of the North East Quarter and the North East Quarter of the South East Quarter of Section two (2) Township Seventeen (17) North Range Thirtieth (30) East of the Indian Base and Meridian

Subject, however, to a deed of trust executed by the mortgagor to L. F. Lynde as trustee for the mortgagee, given upon the same property this day to secure a principal loan of Two Thousand 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 hereby covenant with the said LYNDE-BOWMAN-DARBY COMPANY that will forever warrant and defend the title to said property against the lawful claims and demands of all persons.

And I, Phoebe B. Trusler wife of the said Frank Trusler 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 Phoebe B. Trusler is justly indebted to the said LYNDE-BOWMAN-DARBY COMPANY in the sum of One hundred ninety eight Dollars evidenced by to promissory notes, each dated on the 10 day of August 1907, and payable to the order of LYNDE-BOWMAN-DARBY COMPANY, respectively on one note for \$1800 on Aug. 1, 1908 and one note on \$2000 each on payable on the 1st day of Aug. 1907 or of each year or thereafter 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 appraisal 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 August day of August A. D. 1907
Phoebe B. Trusler (SEAL)
Frank Trusler (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 Phoebe Trusler nee Mathewson and Frank Trusler her husband 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 Phoebe B. Trusler wife of the said Frank Trusler 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 10th day of August 1907

[SEAL] West. Dist. d. J.

My commission expires May 22 1911

Filed for record Aug 10 1907 at 1 o'clock P. M.

A. H. Foster
Deputy Clerk and Ex-Officio Recorder.