

6604
MORTGAGE WITH POWER OF SALE.

Know All Men By These Presents:

That we Mary Williams Barber, nee Williams, and John H. Barber,
her husband, of Barber, Texas, 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:

the south half of the southeast quarter of Section thirty-one (31)
Township Sixteen (16) North, Range fifteen (15) East, and Northwest quarter
of Southwest quarter of Section One (1) Township Eighteen (18) North, Range
fourteen (14) East, of the Indian Base and Meridian, containing 120 acres,
more or less.

Subject, however, to a deed of trust executed by the mortgagor to C. F. Lynde,
 as trustee for the mortgagee, given upon the same property this day to secure a principal loan of fifteen hundred (\$1500.00) 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 we 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.

And I Mary Williams Barber wife of the said John H. Barber
 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 Mary Williams Barber, nee Williams, and John H. Barber, Robt's husband,
 to the said LYNDE-BOWMAN-DARBY COMPANY in the sum of One Hundred, Fifty (\$150.00) Dollars

evidenced by ten promissory notes, each dated on the 1st day of September, 190 7, and payable to the
 order of LYNDE-BOWMAN-DARBY COMPANY, respectively on March 1, 1908, on September 1, 1908, on March 1, 1909, on
September 1, 1909, on March 1, 1910, on September 1, 1910, on March 1, 1911, on
September 1, 1911, on March 1, 1912, on September 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 gran-
 tee 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 2nd day of September, A. D. 190 7

Mary Williams Barber, (SEAL)
John H. Barber, (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 John H. Barber,
 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 pur-
 poses 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 Mary Williams Barber
 wife of the said John H. Barber 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 9th day of September, 190 7

[SEAL] Western Dist. I. T.

My commission expires 3/13/1910

Filed for record Sept. 27, 190 7, at 8 o'clock a M.

A. M. Lasans
 Notary Public.
Otis Larson
 Deputy Clerk and Ex-Officio Recorder.