

No. 332.

P. D. M.
P. L.
C. L.
C. D.
C. I.

Frank L. Haymes & J. D. J. Holt.

To

Mortgage With Power of Sale.

J. H. Laws.

Know All Men By These Presents: That Frank L. Haymes and J. D. J. Holt for and in consideration of One Dollar to them in hand paid, and the premises hereinafter set forth do hereby grant, bargain and sell unto J. H. Laws of Broken Arrow, Ind. Terr. Indian Territory, and unto his successors and assigns, forever, the following property Town; Lots number Three (3), Four (4), Five (5), Six (6), Seven (7) Eight (8), Nine (9), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17) and Eighteen (18) in Block number Thirteen (13) in the Town of Broken Arrow, Indian Territory.

To have and to hold the same to the said J. H. Laws his successors or assigns, together with all and singular the appurtenances and improvements thereto belonging; and we hereby covenant with the said J. H. Laws that we will forever warrant and defend the title to said property against all lawful claims.

And I, Alice Haymes wife of Frank L. Haymes and Allie S. Holt wife of the said J. D. J. Holt do hereby release unto the said J. H. Laws all our right and dower in and to said lands. This sale is on condition that:

Whereas, the said Frank L. Haymes and J. D. J. Holt are justly indebted to the said J. H. Laws in the sum of Six Hundred (\$600.00) Dollars, evidenced by promissory note dated: Broken Arrow, D. T. July 14, 1906. for Six Hundred Dollars (\$600.00) payable to the order of J. H. Laws on or before July 14, 1907 days after date, executed by Frank L. Haymes and J. D. J. Holt with interest at eight per cent per annum after date.

First parties agree to keep the buildings on the above premises constantly insured against loss by fire and tornado in a sum not less than \$500.00, and loss, if any, payable to second party, an interest may appear at the time, and policies delivered to said second party, and to keep all taxes paid.

Now, if said first parties, or any one of them, shall fail to pay said moneys 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, or a failure to keep said insurance and tax agreements, then the whole shall be at once due and payable and the said grantee or its assignee, agent or attorney in fact, shall have power to sell said property at public sale, to the highest bidder for cash, at premises in said town of Broken Arrow, D. T. public notice of the time and place of said sale having been first given thirty days, by advertising in some newspaper published in said city by ten printed or written hand bills posted in ten public places in said city, at which sale said grantee or its assignee, agent or attorney in fact, may bid and purchase as any third person might do. And we hereby authorize the said grantee or its assignee to convey said property to anyone purchasing at said sale; and the recitals of his 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 payment of said debt and interest, and the remainder, if any, shall be paid to said grantor.

The appointment and right of redemption allowed by law are hereby expressly waived.

Witness our hands and seals this — day of July A.D. 1906.

Frank L. Haymes

(Seal)

Alice Haymes

(Seal)

J. D. J. Holt.

Allie S. Holt.

Acknowledgment.