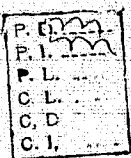


No. 331.



Henry Edward Buckles

To

W. S. Edwards

Mortgage With Power of Sale.

Know All Men By These Presents: That Henry Edward Buckles for and in consideration of One Dollar to him in hand paid, and the premises hereinafter set forth do hereby grant, bargain and sell unto W. S. Edwards of Collinsville Indian Territory, and unto his successors and assigns, forever, the following property situated in the incorporated town of Collinsville Indian Territory, Lot Five (5) Block Fifty nine (59) according to the approved government survey of said town.

To Have and to Hold the same to the said W. S. Edwards his successors or assigns, together with all and singular the appurtenances and improvements thereto belonging; and I hereby covenant with the said W. S. Edwards that I will forever warrant and defend the title to said property against all lawful claims.

This Sale is on Condition That: Whereas, the said Henry Edward Buckles is justly indebted to the said W. S. Edwards in the sum of — Dollars, evidenced by promissory note dated July 26th 1906 for Six Hundred and Forty-two 00/100 dollars (\$642.00), payable to the order of W. S. Edwards due Sept 1st 1906 after date, executed by Henry Edward Buckles with interest at 6 percent per annum after maturity.

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 \$642.00, and loss, if any, payable to second party, as 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 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 the front door of the First National Bank of Collinsville 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 or 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 I hereby authorize the said grantee or its assigns to convey said property to anyone purchasing at said sale; and the contents 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 appraisement and right of redemption allowed by law are hereby expressly waived.

Witness my hand and seal this 26th day of July A.D. 1906.

Henry Edward Buckles (Seal)

Acknowledgment.

United States of America, Indian Territory, Northern Judicial District, SS.

Be it Remembered, That on this day came before me, the undersigned, a Notary Public, within and for the Northern District of the Indian Territory aforesaid, duly commissioned and acting as such Henry Edward Buckles, widower, to my personal well known as the grantor in and within the foregoing deed and stated that he had executed the same for the consideration and purposes therein mentioned and set forth. Witness my hand and seal as such Notary Public on this 26 day of July 1906.
(Seal) Northern District, Ind. Terr.
my commission expires April 26th, 1909

Arthur W. Leaf
Notary Public

Filed for Record July 31, 1906, at 8:25 a.m.
Otto Lorton
Deputy Clerk and Ex-officio Recorder