

No. 383.

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

Nero Hardridge and Wife,

To

Mortgage With Power of Sale.

W. R. McKee

Know All Men By These Presents:

That Nero Hardridge and Katy Hardridge (his wife) for and in consideration of One Dollar to him in hand paid, and the premises hereafter set forth do hereby grant, bargain and sell unto W. R. McKee of said Okla. Indian Territory and unto his successors and assigns, forever, the following property situated in the Creek Nation Indian Territory, all my right, title and interest in and to the allotment of Elora Hardridge, deceased, containing 160 acres, described as follows: - North half of southwest quarter of section Twenty, and South half of South half of southeast quarter of northwest quarter, Sec. 20. And South half of southwest quarter of Northwest quarter of section 20, and West half of southeast quarter of southeast quarter of northwest quarter, in section Twenty, all in Township Nineteen North, Range Eleven East. And East half of West half of Southeast $\frac{1}{4}$ of southeast $\frac{1}{4}$, section 14. And East half of Southeast $\frac{1}{4}$ of southeast $\frac{1}{4}$, section 14, all in Township 19 N, Range Eleven East.

To have and to hold the same to the said W. R. McKee his successors or assigns, together with all and singular the appurtenances and improvements thereto belonging; and he hereby covenants with the said W. R. McKee that he will forever warrant and defend the title to said property against all lawful claims, granted to have possession from date hereof until this mortgage is paid in full.

And I, Katy Hardridge wife of the said Nero Hardridge do hereby release unto the said W. R. McKee all my right and power in and to said lands. This sale is on condition that: The mortgage is solely for money loaned by party of second part by party of first part.

Whereas, the said Nero Hardridge justly indebted to the said W. R. McKee in the sum of Three Hundred (\$300.00) Dollars, evidenced by promissory note, dated: 1st August, 1906; due Ninety days after date, with interest at 8 per cent after date and ten per cent additional if placed in hands of attorney for collection, for Three Hundred (\$300.00) Dollars (\$300.00) payable to the order of W. R. McKee Ninety (90) days after date, executed by Nero Hardridge and Katy Hardridge, with interest at 8 per cent 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 \$ - - -, and loss, if any, payable to second party, as interest may appear at that 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 the same or any part thereof, or failure to keep said insurance and tax payments, 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 east door of the building used as United States Court House in Muskogee, 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 or by two printed or written handbills 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 - hereby authorize the said grantee or its assigns to convey said property to anyone purchasing at said sale; and the recitals of this 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 the right of redemption allowed