

No. 17.

P. D. & M.
P. L. 2. 2.
P. L. 2. 2.
C. L. 2. 2.
C. D. 2. 2.
C. I. 2. 2.

Mrs. Annie Ransom,

To

Mortgage with power of sale.

J. H. Laws.

Know All Men by These Presents:

That I, Mrs. Annie Ransom for and in consideration of One dollar to me in hand paid, and the premises hereinafter set forth does hereby grant, bargain and sell and convey unto J. H. Laws of Broken Arrow Indian Territory, and unto his heirs and assigns, forever, the following property One house and four lots, numbered 33, 34, 35 & 36 in block three (3) of the Homestead addition of Broken Arrow, Ind. Ter.

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

Whereas, the said Mrs. Annie Ransom is justly indebted to the said J. H. Laws in the sum of Two hundred & fifty \$ dollars, evidenced by one promissory note of even date herewith by which I promise to pay to the order of J. H. Laws the sum of Two hundred & fifty \$ dollars (\$250.00) for value received One year after date executed by with eight percent interest per annum after date.

That further agree to keep the buildings on the above premises constantly insured against loss by fire and tornado in a sum not less than \$250.00, 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 for 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 grantee or his assignee, agent or attorney in fact, shall have power to sell said property at public sale, to the highest bidder for cash, at front door of the court house in the city of Wagoner, Indian Territory, 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 six printed or written hand bills posted in six public places in said city as provided by sections 3049 and 4356, Mansfield's Digest of Laws of Arkansas at which sale the said grantee or his assignee, agent or attorney in fact, may bid and purchase as any third person might do. And I hereby authorize the said grantee or his 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 homestead exemption and right of redemption allowed by law are hereby expressly waived.

Witness my hand and seal this 2nd day of July A.D. 1906.

Mrs. Annie Ransom

(Seal)

Acknowledgment.

United States of America, Indian Territory, Western District, ss.

Be it Remembered, that on this day came before me, the undersigned, a Notary Public, within and for the Western District of the Indian Territory aforesaid, duly commissioned and acting as such Mrs. Annie Ransom to me personally well known as the grantor in and within the foregoing deed, and stated that she had executed the same for the consideration and purpose therein mentioned and set forth.

Witness my hand and seal as such Notary Public on this 2nd day of July 1906.

(Seal) Western Dist., I.T.

Arthur Farmer,

Notary Public.

My commission expires Jan 19, 1909.

Filed for Record July 5, 1906 at 8:30 a.m.

Atty Gen & Co. Office Recorder.