



G. L. Holt and Sallie B. Holt

To

Mortgage with power of sale.

The First State Bank, Broken Arrow.

Know all Men of These Presents: That we G. L. Holt and Sallie B. Holt for and in consideration of One dollar to us in hand paid, and the promise hereinafter set forth do hereby grant, bargain and sell, and convey unto The First State Bank of Broken Arrow, Indian Territory, and unto its heirs and assigns, forever, the following property situated in the town of Tulsa in the Western District of said Indian Territory to wit: The South half of lot No. one in block One hundred and forty seven (147) according to the original plat of said town.

To have and to hold the same to the said First State Bank of Broken Arrow, its heirs or assigns, together with all and singular the appurtenances and improvements thereto belonging, and we hereby covenant with the said First State Bank that we will forever warrant and defend the title to said property against all lawful claims.

And S. Sallie B. Holt, wife of the said G. L. Holt, do hereby release all my right and dower in and to said lands. This sale is on condition that:

Whereas, the said G. L. Holt and Sallie B. Holt are justly indebted to the said First State Bank in the sum of Four Hundred Ninety One & ¹⁴/₁₀₀ Dollars, evidenced by their promissory note of even date herewith by which they promise to pay to the order of First State Bank the sum of Four Hundred Ninety One & ¹⁴/₁₀₀ Dollars (\$491.14) for value received ninety days after the date executed by G. L. Holt and Sallie B. Holt with 8 per cent interest per annum after due.

First parties agree to keep the buildings with 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 the time, and policies delivered to said second party, and to keep all taxes paid.

Now, if the said first parties, or anyone for them, 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, 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 his assignee, agent or attorney in fact, shall have power to sell said property at public sale, to the highest bidder for cash, at first door of the court house in the city of Tulsa, 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 3056, 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 we hereby authorize the said grantee or his assignee to convey said property to anyone purchasing at said sale; and the receipts 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 of any shall be paid to said grantor. The Homestead exemption and right of redemption allowed by law are hereby expressly waived.

Witness our hands and seals this 6th day of July A. D., 1906.

G. L. Holt, (Seal)

Sallie B. Holt, (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 of said, duly commissioned and acting as such G. L. Holt