

No. 69.

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

S. E. Orcutt and Wife,

To

Mortgage with power of sale.

J. W. Walker.

Know All Men By These Presents:

That we S. E. Orcutt and Sarah J. Orcutt for and in consideration of One dollar to them in hand paid, and the premises hereafter set forth do hereby grant, bargain and sell unto J. W. Walker of Broken Arrow Indian Territory, and unto his successors and assigns, forever, the following property situated in the Northeast quarter of the South east quarter of Section Thirty Four in Township nineteen north and Range fourteen east of the Indian Base and Meridian in Indian Territory.

To have and to hold the same to the said J. W. Walker his successors or assigns together with all and singular the appurtenances and improvements thereunto belonging; and we hereby covenants with the said J. W. Walker that we will forever warrant and defend the title to said property against all lawful claims.

And I, Sarah J. Orcutt wife of the said S. E. Orcutt do hereby release unto the said J. W. Walker all my right and love in and to said lands. This release is on condition that:

Whereas the said S. E. Orcutt and Sarah J. Orcutt jointly indebted to the said J. W. Walker in the sum of six hundred twenty two & 1/2 dollars evidenced by promissory note dated Broken Arrow Ind. Terr. July 6, 1906 for Six Hundred twenty two & 1/2 Dollars (\$672.⁰⁰) payable to the order of J. W. Walker July 6, 1907 after date, executed by S. E. Orcutt and Sarah J. Orcutt with interest at eight per cent per annum after maturity.

That said 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, its 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 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 the same or any part thereof, or failure to keep said insurance or 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 in Broken Arrow, Ind. Terr. 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 or any third person might do. And we 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 grantors. The appraisement and the right of redemption allowed by law are hereby expressly waived.

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

Acknowledgment.

S. E. Orcutt (Seal) Sarah J. Orcutt (Seal)

United States of America, Indian Territory, Western Judicial 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 aforesaid, duly commissioned and acting as such, S. E. Orcutt to me personally (well known) as the grantor in and within the foregoing deed, and stated that he had executed the same for the consideration

and for the purposes therein mentioned and set forth. And I further certify that on the same day/also voluntarily appeared before me the said Sarah J. Orcutt wife of said S. E. Orcutt to me well known and in the absence of her said husband, declared that she had of her own free will signed and sealed the foregoing deed of her husband for the purposes therein mentioned and set forth, without compulsion or undue influence of her said husband.

Witness my hand and seal as such Notary Public on this 6th day of July 1906.

(Seal) Western Dist. Ind. Terr.

A. M. Laws,

Notary Public.

My commission expires March 13 1910.

Filed for Record July 9, 1906 at 1:00 P. M.

The Notary
Ref. to above and to office records.