

No. 99.

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

S. E. Bowles and Wife,

To

Mortgage with power of sale.

H. E. Meyer,

Know all Men By These Presents: That we, S. E. Bowles and Maggie Bowles his wife of Broken Arrow, D. T., Indian Territory, for and in consideration of the sum of One hundred fifty three dollars to them in hand paid, and the premises hereinafter set forth, do hereby grant, bargain and sell unto H. E. Meyer and unto his heirs, executors and assigns forever the following property to-wit: Lots 3, 4, and 5 in Block 55 in the town of Broken Arrow, D. T. and we hereby covenant with the said H. E. Meyer that we will forever warrant and defend the title to said property against all lawful claims.

And I, Maggie Bowles, wife of the said S. E. Bowles, do hereby release unto the said H. E. Meyer all my right of dower in said lands.

This sale is on condition, whereas S. E. Bowles and Maggie Bowles are justly indebted to the H. E. Meyer in the sum of One hundred fifty three dollars, evidenced by a note of even date herewith for One hundred fifty three dollars payable to the order of H. E. Meyer on Jan. 1st, 1902 with interest at the rate of 5% per annum from date.

Now if the said S. E. Bowles and Maggie Bowles shall fail to pay the said money at the times and in the manner aforesaid, then the above conveyance shall be null and void; and in case of non-payment, then the grantee or his assignee shall have power to sell said property at public sale to the highest bidder for cash at Broken Arrow, in the Creek Nation of the Indian Territory, public notice of the time and place of said sale having been first given of twenty days by advertising in some news paper published in said district, or by printed hand-bills posted in five conspicuous places in the neighborhood of said premises, at which sale the said grantee or assignee may bid and purchase as any third party might do, we hereby authorize the said grantee or his assignee to convey said property to anyone purchasing at said sale, and to convey an absolute title thereto, and the receipt of said deed of conveyance shall be taken as prima facie evidence.

And the proceeds of the said sale shall first be applied to payment of 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 the said grantor.

In Witness Whereof we have set our hands and seals on this 18th day of June, 1906.

S. E. Bowles (Seal)

Maggie Bowles (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 Judicial District of the Indian Territory aforesaid, duly commissioned and acting as such, S. E. Bowles to my personally well known as one of the parties grantor in the within and foregoing deed of conveyance, and stated that they had executed the same for the consideration and purposes therein mentioned and set forth, and I do hereby so certify.

And I further certify that on the same day also voluntarily appeared before me, the said Maggie Bowles, wife of said S. E. Bowles, to my personally well known and in the absence of her said husband declared that she had of her own free will executed said deed, and signed and sealed the relinquishment of dower and homestead in the foregoing deed for the consideration and 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 18th day of June, 1906.

(Seal) Western Dist. D. T.

Arthur Kanner,

My commission expires Jan. 19, 1909.

Notary Public

Filed for Record Jul 11, 1906, at 1:00 P.M.

Otha Lorton

Deputy Clerk and Ex Officio Recorder