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John W. McLeach and Wife,

To

Mortgage with Power of Sale.

J. B. Prowell,

Know all Men By These Presents: That We John W. McCracken, and Wm. McCracken for and in consideration of One Dollar to them in hand paid, and the premises being after set forth, do hereby grant, bargain and sell unto J. B. Powell of Clark, Co. Indian Territory, and unto his successors and assigns forever, the following property situated in the late number sixteen, seventeen and eighteen in block number twenty seven in Broken Arrow Creek Nation Indian Territory.

To have and to hold the same to the said J. B. Powell his successors or assigns, together with all and singular the affortunances and improvements thereunto belonging; and whereby covenants with the said J. B. Powell that we will forever warrant and defend the title to said property against all lawful claims.

And I, Lizzy W. McCracken wife of the said John W. McCracken do hereby release unto the said J. B. Powell all my right and claim in and to said lands. This sale is on condition that:

Whereas, the said John W. McCracken and Lucy A. McCracken jointly indebted to the said J. B. Powell in the sum of Two Hundred Fifty & Dollars evidenced by promissory note dated: Broken Arrow, D. T. June 15, 1906 for two Hundred Fifty & Dollars (\$250.⁰⁰) payable to the order of J. B. Powell December 15th, 1906 after date, executed by John W. McCracken and Lucy A. McCracken with interest at eight percent per annum after date.

That parties agree to keep the buildings on the above premises constantly insured against loss by fire and to make in a sum not less than \$1000, and loss if any payable to second party, in interest may appear at that time and policies delivered to said second party, and to keep all three paid.

Now, if said first justice, 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 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 and property at public sale, to the highest bidder for cash, at the front door of the First National Bank in Boston, Mass.; and 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, 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 as any third person might do. And we hereby authorize the said grantee or its assignee 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 by law are hereby expressly waived.

Witness our hands and seals this 18 day of June A. D. 1906

John W. McCracken (Seal) Lucy W. McCracken (Seal)

Acknowledgment, United States of America, Indian Territory, Western Judicial District, SS.

But Remembered, that on this day came before me, then undersigned, a Notary Public, within and for the Western District of the Indian Territory of aforesaid, duly commissioned and acting as such, John W. McCracken, to me personally well known as the grantor in and within the foregoing deed, and stated that he had executed the same for the reasons and purposes therein mentioned and set forth. And I further certify that on the same day also voluntarily appeared before me, the said Lucy A. McCracken, wife of said John W. McCracken to me well known and in the absence of her said husband, declared that she had, of her own free will, acquiesced and assented to the foregoing deed 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 28 day of June, 1906.
(Seal) Western District, 3rd Div. F. S. Hu
My commission expires Jan. 18, 1907.

F. S. Hurd
Notary Public

Feb 1. Read Jul 12 1906 at 1:00 P.M.

Chis Linton

Deputy Clerk and Ex-officio Recorder.