

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

F. L. Johnson and Wife,

To

Mortgage With Power of Sale.

J. W. Walker,

Know all Men By These Presents,

That F. L. Johnson for and in consideration of One Dollar to him in hand paid, and the premises hereinafter set forth do hereby grant, bargain and sell unto J. W. Walker of Broken Arrow, D. T. Indian Territory, and unto his successors and assigns, forever, the following property situated in the Homestead Addition of Broken Arrow, D. T. Lot No. 374 in Block No. 88 Eight also Lots one and two (1 & 2) Block Eight Subject to a Lien of Five Hundred and Twelve in favor of G. S. Lyndon

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 I hereby covenant with the said J. W. Walker that I will forever warrant and defend the title to said property against all lawful claims.

And I, Hattie Johnson wife of the said F. L. Johnson do hereby release unto the said J. W. Walker all my right and dower in and to said lands. This sale is on conditions that:

Whereas, the said F. L. Johnson justly indebted to the said J. W. Walker Two Hundred Eighty \$100 in the sum of — Dollars, evidenced by promissory note dated July 13/1906 for Two Hundred Eighty \$100 Dollars (\$280.00) payable to the order of J. W. Walker six months after date, executed by F. L. Johnson & wife with interest at eight per cent per annum.

First parties 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 of them, shall fail and default 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 grantor 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 Broken Arrow, D. T. 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 the printed or written hand bills posted in ten public places in said city, at which sale said grantor or its assignee, agent or attorney in fact, may bid and purchase as any third person might do. And I hereby authorize the said grantor 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 grantor. The expense and right of redemption allowed by law are hereby expressly waived.

Witness my hand and seal this 13 day of July A. D. 1906.

F. L. Johnson, (Seal)

Hattie Johnson (Seal)

Acknowledgment. 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 said duly commissioned and acting as such, F. L. Johnson, to me personally well known as the grantor and within the foregoing deed, and stated that he had executed the same for the consideration and purpose therein mentioned and set forth.
And I further certify that on the same day also voluntarily appeared before me the said Hattie Johnson wife of said F. L. Johnson 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 and in the foregoing deed for the purpose 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 13 day of July 1906.

(Seal) Western District, Broken Arrow, D. T.

W. P. Frazier,

My commission expires Jan 9/1908.

Notary Public

Filed for Record July 14, 1906 at 8:00 A. M.
This Lotion
deputy clerk under official Record.