

No. 159.

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

R. W. Mitchell and Wife,

To

Mortgage With Power of Sale.

First National Bank of Broken Arrow,

Know all Men By These Presents: That we, R. W. Mitchell, and Annie W. Mitchell for and in consideration of five dollars to them in hand paid, and the sum hereinafter set forth do hereby grant, bargain, and sell unto First National Bank of Broken Arrow Indian Territory and unto its successors and assigns, forever, the following property situated in the town of Broken Arrow, Ind. Ter.,

To have and to hold the same to the said First National Bank its successors or assigns, together with all and singular the appurtenances and appurtenances thereto in anywise belonging; and we hereby covenant with the said First National Bank ^{that we will forever warrant} and defend the title to said property against all lawful claims. And I, Annie W. Mitchell wife of the said R. W. Mitchell do hereby place unto the said First National Bank all my right and power in and to said lands. This sale is in conclusion that:

Whereas, the said R. W. Mitchell and Annie W. Mitchell justly indebted to the said First National Bank of Broken Arrow, Ind. Ter. in the sum of One Hundred \$ Dollars evidenced by promissory note dated: Broken Arrow, D. T. July 2, 1906 for One Hundred \$ Dollars (\$100.00) payable to the order of First National Bank of Broken Arrow, October 2nd after date, executed by R. W. Mitchell and Annie W. Mitchell with interest at eight per cent per annum after maturity.

That parties agree to keep the buildings on the above premises constantly insured against loss by fire and tornado in a sum not less than \$10,000, and pay, if any payable to second party, as interest may appear at that time, and policies delivered to said second party, and to keep all taxes paid.

Now, if said parties 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 said property at public sale, to the highest bidder for cash, at the front door of the First National Bank of 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 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 receipt 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 2nd day of July, A. D. 1906.

R. W. Mitchell (Seal) Annie W. Mitchell. (Seal)

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

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, aforesaid, duly commissioned and acting as such, R. W. Mitchell to me personally well known as the grantor in and in the foregoing deed and stated that he had executed the same for the consideration and purposes therein mentioned and set forth.

And I further certify that on the same day also voluntarily appeared before me, the said Annie W. Mitchell wife of said R. W. Mitchell 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 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 2nd day of July, 1906.

(Seal) Western Dist. Ind. Ter.

A. W. Lewis,

My commission expires March 13, 1910.

Notary Public.

Filed for Record July 16, 1906, at 8:00 A. M.

Chas. Lorton

Deputy Clerk and Ex-Officio Recorder.