

No. 236.

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

L. Van Vleet and Wife

To

H. H. Snider,

Mortgage with relinquishment of dower and Power of Sale.

Know all Men by These Presents: That L. Van Vleet for and in consideration of One Dollar to him in hand paid, and the promise hereafter set forth do hereby grant, bargain and sell and convey unto H. H. Snider of Broken Arrow Indian Territory and unto his heirs and assigns, forever, the following property situated in the town of Broken Arrow, Indian Territory, consisting of lots 1, 2, 3, 4, 5, 6, and 7 Block 15 North addition of the said town.

To have and to hold the same to the said H. H. Snider his heirs or assigns, together with all and singular the appurtenances and improvements thereto belonging; and he hereby covenants with the said Snider that he will forever warrant and defend the title to said property against all lawful claims.

And I, Louisa Van Vleet wife of the said L. Van Vleet do hereby release all my right and dower in and to said lands, this release inasmuch that: Whereas the said L. Van Vleet is justly indebted to the said H. H. Snider in the sum of Two Hundred Dollars (\$200.00) for value received 20th day of October, executed by L. Van Vleet with interest interest to be paid from date of first payment when due.

That said L. Van Vleet agrees to keep the buildings on the above premises constantly insured against loss by fire and tornado in a sum not less than \$350.00 and loss of said property, as interest may appear at the time, and policies delivered to said second party and to keep all taxes paid.

Now, if said first party or anyone for them shall fail to pay said mortgage 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 payments, then the whole shall be at once due and payable and the said grantee or his assigns, agent or attorney in fact, shall have power to sell said property at public sale, to the highest bidder for cash, at the National Bank in the city of Broken Arrow, Indian Territory, 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 six printed or written hand bills posted in six public places in said city as provided by sections 3049 and 4356, Mansfield's Digest of Laws of Oklahoma at which sale the said grantee or his assigns, agent or attorney in fact, may bid and purchase as any third person might do. And he hereby authorizes the said grantee or his assigns to convey said property to anyone purchasing at said sale; and the receipt of his 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 homestead exemption and right of redemption allowed by law are hereby expressly waived.

Witness our hand and seal this 21st day of July A.D., 1906.

L. Van Vleet (Seal) Louisa Van Vleet (Seal)

Acknowledgment, United States of America, Indian Territory, Western 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 and duly commissioned and acting as such, L. Van Vleet, 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 purposes therein mentioned and set forth.

And I further certify that on the same day also voluntarily appeared before me, the said Louisa Van Vleet wife of said L. Van Vleet, 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 conveyance expressed for the consideration and purposes herein mentioned and set forth, without compulsion or undue influence of said husband.

Witness my hand and seal as such Notary Public on this 21st day of July 1906.

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

W. P. Fisher.

My commission expires after 9, 1908.

Notary Public

Filed for Record July 28, 1906, at 8:30 A.M.
The State
County Clerk and Ex. Officer, Recorder.