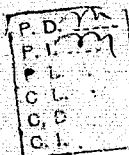


UNRECORDED

No. 481.



Charles L. Blakely and Wife,

To

La Fayette Corley,

Mortgage with Power of Sale.

Know All Men By These Presents: That we, Charles L. Blakely, and Tobitha Blakely, his wife of Broken Arrow, Indian Territory, for and in consideration of the sum of Twelve hundred twenty five Dollars to them in hand paid, and the premises hereafter set forth, do hereby grant, bargain and sell unto La Fayette Corley and unto his heirs, executors and assigns, forever the following property, namely: Lots 1 and 2 in block 16 in the 1st Addition to the town of Broken Arrow, D.T. and we hereby covenant with the said La Fayette Corley that we will forever warrant and defend the title to said property against all lawful claims.

And I, Tobitha Blakely, wife of the said Charles L. Blakely, do hereby release unto the said La Fayette Corley all my right of dower in said lands.

This sale is on condition whereas Charles L. Blakely and Tobitha Blakely are justly indebted to the said La Fayette Corley in the sum of Twelve hundred twenty five Dollars, evidenced by two notes of even date herewith for \$100 and \$525 and due Sep. 1, 1902 and Sep. 1, 1905, respectively with interest thereon at the rate of 8% per annum from date.

Now if the said Charles L. Blakely and Tobitha Blakely shall 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 grantor or his assignee shall have power to sell said property at public sale to the highest bidder for cash at Broken Arrow, in the case of notation 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 newspaper 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 grantor or assignee may bid and purchase as any third party might do. We hereby authorize the said grantor or his assignee to convey said property to anyone purchasing at said sale, and to convey an absolute title thereto, and the recitals of said deed of conveyance shall be taken as prima facie true.

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 10th day of August, 1906.

Charles L. Blakely (Seal) Tobitha Blakely (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, Charles L. Blakely to me 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 Tobitha Blakely, wife of said Charles L. Blakely, to me 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 10th day of August, 1906.

(Seal) Western Dist. D.T.

My commission expires Jan. 19-1909.

Arthur Farmer

Notary Public

Filed for Record Aug 13, 1906, at 5:19 P.M.
 Chas. L. Blakely
 Left by Mr. and Ex-officio Recorder.