No. 933.

P. D.
P. I. 79.
R. L.
C. L.
C. D.
C. I.

Mary M. Williams, an unmarried woman,
to
Lynde-Bowman-Darby Company,
} Mortgage with power of sale.

Know All Men By These Presents: That I, Mary M. Williams, an unmarried woman of Broken Arrow, Indian Territory, for and in consideration of the sum of one dollar to me in hand paid and the premises hereinafter set forth, do hereby grant, bargain, and sell unto Lynde-Bowman-Darby Company, a corporation, organized and existing under and by virtue of the laws of the United States in force in the Indian Territory, its successors and assigns, forever the following property, situated in the Creek Nation and within the limits of the Indian Territory, being more particularly described as follows,

South Half of Southeast Quarter of Section Thirty-one (31), Township Nineteen (19) North, Range Fifteen (15) East and Northeast Quarter of Southwest Quarter of Section One (1), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Base and Meridian, containing 120 acres.

Subject, however, to a deed of trust executed by the mortgagor to C. F. Lynde, as trustee for this mortgagee, given upon the same property this day to secure a principal loan of Fifteen Hundred ($1500) Dollars, this being a second mortgage upon said premises.

To Have And To Hold the same to the said Lynde-Bowan-Darby Company, its successors and assigns, together with all and singular the appurtenances and improvements thereunto belonging; and I hereby covenant with the said Lynde-Bowman-Darby Company that I will forever warrant and defend the title to said property against the lawful claims and demands of all persons.

This sale is on condition that whereas the said Mary L. Williams, is justly indebted to the said Lynde-Bowman-Darby Company in the sum of One Hundred and Fifty ($150.00) Dollars, evidenced by 10 promissory notes, each dated on the 17th day of September 1906, and payable to the order of Lynde-Bowman-Darby Company, respectively on Mar. 1st, 1907 on Sept. 1st, 1907 on Mar. 1st, 1908 on Sept. 1st, 1908 on Mar. 1st, 1909 on Sept. 1st, 1909 on Mar. 1st, 1910 on Sept. 1st, 1910 on Mar. 1st, 1911 on Sept. 1st, 1911, and bearing interest from maturity at the rate of eight per cent per annum until paid.

Now, if said mortgagor shall pay said money 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, the said grantee or its assigns, agent or attorney in fact, shall have power to sell said property at public sale, subject to the first lien hereinbefore mentioned, to the highest bidder for cash on the premises after public notice of the time and place of said sale having been first given twenty days by advertisement in some newspaper published in the recording district in which said land is situated, at which sale the said grantee or assignee, agent or attorney in fact, may bid and purchase as any third person might do. And I hereby authorize the said grantee, its successors and assigns to convey said property to any one purchasing at said sale and the recitals of its 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 paying of said debt and interest, and the remainder, if any, shall be paid to said grantor. The appraisement and right of redemption allowed by law are hereby expressly waived, this mortgage being given for borrowed money.

In case the covenants and conditions herein are kept and performed by the mortgagor, this conveyance is to be void and shall be released by the mortgagee at his cost and expense.

Witness my hand and seal this 17th day of Sept. A. D. 1906.

Mary M. Williams (Seal)