

Subscribed
5-14-07P.D.M.
P.L.
C.L.
C.D.
C.I.

E. C. Cooper and Wife,

To

H. H. Snider,

Mortgage with relinquishment of dower and power of sale.

Know all Men By These Presents: That E. C. Cooper for and in consideration of One dollar to him in hand paid, and the premises herein after set forth do hereby grant, bargain and sell unto H. H. Snider of Broken Arrow, D. T. Indian Territory, and unto his successors and assigns, forever, the following property to wit; Lots Number 12, 13, 14 and 20 in Block Number 22 and Lots Number 6, 7, 8, 9 and 10 in Block Number 16 all in the Town of Broken Arrow, Indian Territory.

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

And I, Annie Cooper wife of the said E. C. Cooper do hereby release unto the said H. H. Snider all my right and dower in and to said lands. This sale is on condition that:

Whereas, the said E. C. Cooper is justly indebted to the said H. H. Snider in the sum of Three hundred and twenty Dollars, evidenced by promissory note dated: Broken Arrow, D. T. September 10th, 1906 for Three hundred and twenty Dollars (\$320.00) payable to the order of H. H. Snider December 1st, 1906 after date, executed by E. C. Cooper and Annie Cooper with interest at eight (8) per cent per annum after maturity.

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 \$ —, 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 anyone of them, shall fail to 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 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 grantee or his assignee, agent or attorney in fact, shall have power to sell said property at public sale, to the highest bidder, for cash, at premises in said town public notice of the time and place of said sale having been first given thirty days by advertising in some news paper published in said city or by ten printed or written hand bills posted in ten public places in said city, at which said grantee or his assignee, agent or attorney in fact, may bid and purchase as any third person might do. And we hereby authorize the said grantee or his assignee 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 afforementioned and right of redemption allowed by law are hereby expressly waived.

Witness our hands and seals this 10th day of September A.D. 1906.

Witness to Mark
Frank L. Haynes.

E. C. Cooper

(Seal)

Annie X Cooper
mark

(Seal)

Acknowledgment

United States of America, Indian Territory, Western Judicial District 33.

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 aforesaid, duly commissioned and acting as such, E. C. Cooper to me personally well known as the grantor in and within the foregoing deed, and stated that he had