



Lyeurgus Crawford and Wife,

to

W. M. Shoup.

Mortgage with relinquishment of claim and power of sale.

Know all Men By These Presents: That we Lyeurgus Crawford and Rebecca Crawford for and in consideration of One Dollar to them in hand paid, and the premises hereinafter set forth, do hereby grant, bargain and sell unto W. M. Shoup of the Indian Territory, and unto his successors and assigns forever, the following property situated in the East half of the South West quarter in Section thirty six in Town 19 North range thirteen east of the Indian Base and Meridian in Indian Territory.

To have and to hold the same to the said W. M. Shoup, his successors or assigns, together with all and singular the appurtenances and improvements thereto belonging; and we hereby covenant with the said W. M. Shoup that we will forever warrant and defend the title to said property against all lawful claims, except 1st mortgage of \$2000.⁰⁰ given Annie Luster.

And, Rebecca Crawford wife of the said Lyeurgus Crawford do hereby release unto the said W. M. Shoup all my right and power in and to said lands, this sale is on condition that:

Whereas, the said Lyeurgus Crawford and Rebecca Crawford jointly indebted to the said W. M. Shoup in the sum of Five Hundred & - Dollars evidenced by promissory note dated Broken Arrow, Ind. Ter. September 11, 1906, for Five Hundred & Dollars (\$500.⁰⁰) payable to the order of W. M. Shoup Sept 11, 1907 after date, executed by Lyeurgus Crawford and Rebecca Crawford with interest at eight percent per annum after maturity.

That further 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 that time, and policies delivered to said second party, and to keep all taxes paid.

Now, if said first party, or any one of them shall pay said moneys at the time and in the manner of 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 in Broken Arrow, Ind. Ter. 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 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 right of redemption and thought of redemption allowed by law are hereby expressly waived.

Witness our hands and seals this 11 day of Sept A.D. 1906.

Lyeurgus Crawford (Seal)

Rebecca E. Crawford (Seal)

Acknowledgment.

United States of America, Indian Territory, Western Judicial District, 88.