

COMPARED

No. 1052.

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

W. Baughman and Wife,

To

Mortgage with power of sale.

The First National Bank of Nowata,

Know All Men By These Presents: That W. Baughman and Eliza M. Baughman 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 The First National Bank of Nowata, Ind. Ter, its successors and assigns, forever, the following property situated in the Cherokee Nation, to-wit: ~~Lot~~ Lot (1) and Two (2) in Block Twenty Two (22) in Collinsville, Indian Territory as shown by the approved U.S. Government survey and plat of the said Town of Collinsville, Indian Territory.

To have and to hold the same to the said The First National Bank of Nowata, its successors and assigns together with all and singular the appurtenances and improvements thereto belonging; and We hereby covenant with the said The First National Bank of Nowata, that we will forever warrant and defend the title to said property against all lawful claims.

And I, Eliza M. Baughman, wife of the said W. Baughman do hereby release unto the said The First National Bank of Nowata, all my right and dower in and to said lands. This release on condition that:

Whereas, the said W. Baughman and Eliza M. Baughman justly indebted to the said The First National Bank of Nowata, in the sum of Three hundred thirteen and ⁶⁰/₁₀₀ Dollars, evidenced by promissory note dated October 5th 1906, for Three hundred thirteen and ⁶⁰/₁₀₀ Dollars (\$313.⁶⁰) payable to the order of the First National Bank of Nowata, six months after date, executed by W. Baughman and Eliza M. Baughman with interest at 8 per cent per annum from maturity until paid.

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 the said first parties, or any one of them, 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, or a failure to keep said insurance and tax agreements, then the whole shall be at once due and payable and the said grantor, 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 Nowata, Ind. Ter 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 public places in said city, at which sale said grantor or its assignee agent or attorney in fact, may bid and purchase as any third person might do. And We hereby authorize the said grantor or its assignee to convey said property to anyone purchasing at said sale; and the recitals 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, then assignee agent or attorney in fact allowed by law and hereby expressly waived.

Witness our hands and seals this 5th day of October A. D. 1906.

W. Baughman (Seal)

Eliza M. Baughman (Seal)

Acknowledgment.

United States of America, Indian Territory, Northern Judicial District, SS.

Be It Remembered, that on this day came before me, the undersigned, a Notary Public, within and for the