

COMPARED

No. 1053.

P. D. M.
P. L. B. 16.
C. L.
C. D.
G. I.

Alexander Crittenden,

to

Mortgage.

Thomas J. Adair,

Know all Men by These Presents, that I, Alexander Crittenden a Cherokee Indian by blood citizen of the Cherokee Nation of Tahlequah, Cherokee Nation Indian Territory, for and in consideration of the sum of three hundred and fifty and 70/100 Dollars, to me in hand paid, and the promise hereinafter set forth, do hereby grant, bargain, sell and convey unto the Thomas J. Adair of Tahlequah, Indian Territory, and unto his assigns forever, the following property, which is situated in Cherokee Nation, Indian Territory, namely: all that land which is embraced in 36th of NWth and 36th of NEth of NWth Sec. 7, Twp. 22 Range 14 E - 60 acres and all improvements thereon, consisting of fencing as shown upon the filing certificate executed by the Survey Commission No. 19134.

And I do hereby covenant with the said Thomas J. Adair that he and his heirs, administrators and assigns will forever warrant and defend the title to the said property against all lawful claims, and upon which land the restrictions upon the alienation of same removed Aug. 31-1906.

This sale is made on condition that whereas I am justly indebted to the said Thomas J. Adair in the sum of three hundred and fifty and 70/100 Dollars, evidenced by one promissory note as follows, to wit: One Note for \$315.70 dated October 1-1906 due January 1-1907 as after date.

Now, if I shall pay said amount at the time and in the manner aforesaid, then the above conveyance shall be null and void, and in case of non-payment, then the said grantee, or his assignee, shall have power to sell said property at public sale to the highest bidder for cash at the front door of the building now used as a United States court house in the town of Tahlequah, in the Cherokee Nation, Indian Territory public notice of the time and place of sale having been first given ten days by advertising in some news paper published in the said town of Tahlequah, at which sale the said grantee or his assignee shall bid and purchase as any third person might do. I hereby authorize the said grantee, or his assignee to convey the said property to any one purchasing at the said sale, and to convey an absolute title thereto, and the recitals of the deed of conveyance of the grantee or his assignee shall be taken as prima facie true; and the proceeds of the said sale shall be applied first to the 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, and said grantor hereby waives appraisement and redemption of said property.

In Witness Whereof the said Alexander Crittenden and his heirs, setting hand and seal at Tahlequah, Indian Territory, on this, the first day of October, 1906.

attest: Wm. F. Rasmus, Notary.

Alexander Crittenden (Seal)

United States of America Indian Territory Northern Judicial District 33. On this first day of October 1906, before me Wm. F. Rasmus a Notary Public within and for the Northern District of Indian Territory, appearing person Alexander Crittenden to me personally well known as the person whose name appears upon the within and foregoing deed of conveyance as the grantor, and stated that he had executed the same for the considerations and purposes therein set forth as voluntarily, not and deed and I do so hereby certify.

In testimony whereof, I have hereunto set my hand and seal as such Notary Public, at the town of Tahlequah, in the Northern District of the Indian Territory, on this first day of October 1906.

(Seal) Illegible.

Wm. F. Rasmus,

Notary Public.

My commission expires April 12-1909 (4th term)

Filed for Record Oct. 6, 1906, at 5:30 A.M.

Otha Lorton

Deputy Clerk and Ex-officio Recorder.