

COMPARED

No. 1059.

P. D. M.
P. I. 22
P. 106
C. L. V.
C. D.
C. I.

John M. Tucker and Wife,

do.

Mortgage With Power of Sale.

W. Lyle Dickey,

Know all Men By These Presents: That John M. Tucker and Anna Tucker for and in consideration of One Dollar to them in hand paid, and the promises hereinafter set forth, do hereby grant, bargain and sell unto W. Lyle Dickey of Tulsa, D. T. Indian Territory, and unto his successors and assigns forever, the following property situated in the East half of South East quarter of North East quarter and South West quarter of North East quarter of North East quarter of Section Eleven (11) Township Twenty-one (21), Range Twelve (12) East.

To Have And To Hold the same to the said W. Lyle Dickey successors or assigns, together with all and singular the appurtenances and improvements thereto, belonging, and hereby covenant with the said W. Lyle Dickey that they will forever warrant and defend the title to said property against all lawful claims.

And I, Anna Tucker wife of the said John M. Tucker do hereby release unto the said W. Lyle Dickey all my right and dower in and to said lands. This sale is on condition that:

Whereas, the said John M. Tucker & Anna Tucker, jointly indebted to the said W. Lyle Dickey in the sum of Four hundred and two \$100.00 Dollars, evidenced by promissory note dated October 6, 1906, for Four hundred and two Dollars (\$410.00) payable to the order of W. Lyle Dickey October 6, 1907 after date, executed by John M. Tucker and Anna Tucker, with interest at 8% per cent per annum after date.

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 \$1000.00 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 any one 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 its assignee, agent or attorney in fact, shall have power to sell said property at public sale to the highest bidder for cash at Tulsa, D. T. 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 sale the 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 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; secondly to the payment of said debt and interest; and the remainder, if any, shall be paid to said grantor. The right of redemption allowed by law are hereby expressly waived.

Witness our hands and seals this 6 day of October A. D. 1906.

John M. Tucker, (Seal)

Anna Tucker (Seal)

Acknowledgment.

United States of America, Indian Territory, Western District, ss.

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 aforesaid, duly commissioned and acting as such John M.