COMPARED

No 4903

M.
F. L.
C. L.
C. D.
C. I.

Ernest G. Parker,
To
Vera State Bank.

Mortgage, with power of sale.
Realty.

Know all men by These Presents: That Ernest G. Parker and Vida Parker, his wife, for and in consideration of the sum of Three Hundred Seventy-three and no/100 Dollars, to them in hand paid, and the premises herein after set forth, do hereby grant, bargain and sell unto Vera State Bank and unto its heirs and assigns forever, the following property: West half (W½) of lot twelve (L.12) in block ten (Blk. 10) in Vera, Ind. Ter. Cherokee Nation.

We hereby covenant with the said Vera State Bank that we will forever warrant and defend the title to said property against all lawful claims. And Vida Parker, wife of the said Ernest G. Parker, for the consideration aforesaid does hereby release unto the said Vera State Bank. all her right of dower and homestead in and to the said lands.

The sale is on the condition that whereas Ernest G. Parker & wife justly indebted unto said Vera State Bank in the sum of Three Hundred Seventy-three and no/100 Dollars; evidenced by one certain promissory note dated June 8th, 1907 due six months after date for $373.00 with interest from maturity at the rate of 8 per cent. per annum.

Now, if grantor shall pay said moneys, at the times 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 assignee shall have power to sell said property at public sale, to the highest bidder, for cash, at Vera, Ind. Ter. in the 28th Recording District, of the Indian Territory, public notice of the time and place of said sale having first been given 30 days by advertising in some newspaper published in said District, by at least two insertions, or by notices posted in ten public places in the District, at which sale the said grantee or its assignee may bid and purchase as any third person might do. And we hereby authorize the said grantee or assignee to convey said property to anyone purchasing at said sale, and to convey and absolute title thereto, 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 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 said grantor. We hereby waive any and all rights of appraisement or redemption under