

4897
MORTGAGE WITH POWER OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That H. E. Hamilton for and in consideration of ONE DOLLAR to him in hand paid, and the premises hereinafter set forth do hereby grant, bargain and sell unto R. R. Cravens of Muskogee Indian Territory, and unto his successors and assigns, forever, the following property situated in the Creek Nation, Indian Territory, to-wit: The West Half of the South East quarter of the North East quarter and the North East quarter of the South East quarter of the North East quarter of Section Thirty-five, Township 19 North, Range 12 East.

To have and to hold the same to the said R. R. Cravens, his successors or assigns, together with all and singular the appurtenances and improvements thereunto belonging; and he hereby covenants with the said R. R. Cravens, that he will forever warrant and defend the title to said property against all lawful claims.

And I, Mrs. H. E. Hamilton wife of the said H. E. Hamilton do hereby release unto the said R. R. Cravens all my right and dower in and to said lands. This sale is on condition that:

Whereas the said H. E. Hamilton justly indebted to the said R. R. Cravens in the sum of Two hundred and fifty DOLLARS evidenced by promissory note dated June 17th, 1907 for Two hundred and twenty-five Dollars (\$ each) payable to the order of R. R. Cravens thirty and sixty days after date, executed by H. E. Hamilton with interest at Eight per cent per annum after maturity.

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 the 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 parties, or any one of them, shall 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 the same or any part thereof, or failure to keep said insurance or tax agreement, 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 Indian, Indian Territory, 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 he hereby authorize the said grantee or its assigns to convey said property to any one 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 appraisalment and the right of redemption allowed by law are hereby expressly waived.

Witness my hand and seal this 17th day of June A.D., 1907
Mrs. H. E. Hamilton [SEAL]
H. E. Hamilton [SEAL]

ACKNOWLEDGMENT

UNITED STATES OF AMERICA, INDIAN TERRITORY, WESTERN JUDICIAL 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, H. E. Hamilton

to me personally well known as the grantor in and within the foregoing deed, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth.

And I further certify that on the same day, also voluntarily appeared before me, the said Mrs. H. E. Hamilton wife of said H. E. Hamilton, to me well known and in the absence of her said husband, declared that she had, of her own free will, signed and sealed the relinquishment of dower in the foregoing deed for the purposes therein mentioned and set forth, without compulsion or undue influence of her said husband.

WITNESS my hand and seal as such Notary Public on this 19 day of June 1907
John L. Pearson [SEAL] Notary Public.
 My commission expires Jan 13, 1910

Filed for Record June 19, 1907 at 3 o'clock P. M.

Otis Lorton
 Deputy Clerk & Ex-Officio Recorder.