

COMPARED

4930
MORTGAGE WITH POWER OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That we Fannie E. Stauffer and Amos Stauffer for and in consideration of ONE DOLLAR to us in hand paid, and the premises hereinafter set forth do hereby grant, bargain and sell unto Charles W. Hitenack of Broken Arrow

Indian Territory, and unto his successors and assigns, forever, the following property situated in the North side addition to the town of Broken Arrow, Caddo County, Indian Territory tract: Lots # 11 and 12 in Block # 9 also Lot # 10 in Block # 31 and Lot 5 in Block # 24 in the town of Jenks, Ind. Ter.

To have and to hold the same to the said Charles W. Hitenack his successors or assigns, together with all and singular the appurtenances and improvements thereunto belonging; and we hereby covenants with the said Charles W. Hitenack

that we will forever warrant and defend the title to said property against all lawful claims. And I, Fannie E. Stauffer wife of the said Amos Stauffer do hereby release unto the said Charles W. Hitenack all my right and dower in and to said lands. This sale is on condition that:

Whereas the said Fannie E. Stauffer and Amos Stauffer are justly indebted to the said Charles W. Hitenack

in the sum of One Hundred \$ DOLLARS evidenced by promissory note dated Broken Arrow, Ind. Ter. May 31, 1907.

for One Hundred \$ Dollars (\$ 100.00) payable to the order of Charles W. Hitenack

August 31st days after date, executed by Fannie E. Stauffer and Amos Stauffer with interest at eight per cent per annum after maturity 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 \$ 100.00, 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 shop front door of the First National Bank in Broken Arrow, I.T. 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 we 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 our hands and seals this 31st day of May A.D., 1907.
Fannie E. Stauffer [SEAL]
Amos Stauffer [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, Fannie E. Stauffer and Amos Stauffer

to me personally well known as the grantor in and within the foregoing deed, and stated that they 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 Fannie E. Stauffer wife of said Amos Stauffer 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 31st day of May 1907.
[SEAL] Western Dist. I.T. F. S. Reed Notary Public.
My commission expires Jan 21, 1911

Filed for Record June 22 1907 at 12 o'clock P. M.

Atto. Sutton
Deputy Clerk & Ex-Officio Recorder.