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COMPARED

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MORTGAGE WITH POWER OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That Luther E. Evans 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 Farmers National Bank of Tulsa, Indian Territory, and unto its successors and assigns, forever, the following property situated in the Section of Collinsville, I.T. Lot (21) Twenty-one in Block (49) Forty nine.

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

And I, Luther G. Evans wife of the said Luther E. Evans do hereby release unto the said Farmers National Bank all my right and dower in and to said lands. This sale is on condition that:

Whereas the said Luther E. Evans justly indebted to the said Farmers National Bank in the sum of Nine Hundred Sixty Eight & 80/100 DOLLARS evidenced by promissory note dated June 15th 1907

for Nine Hundred Sixty eight & 80/100 Dollars (\$ 968.80) payable to the order of Farmers National Bank six months days after date, executed by Luther E. Evans and J. H. Baker with interest at 8 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 Collinsville, 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 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 17th day of June A.D., 1907
Luther E. Evans [SEAL]
Lulu G. Evans [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, Luther E. Evans

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 Lulu G. Evans wife of said Luther E. Evans 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 17th day of June 1907
[SEAL] Notary Public, I.T. John H. French Notary Public.
My commission expires Sept 26, 1910

Filed for Record June 25 1907 at 4 o'clock P. M. Petes Sinton Deputy Clerk & Ex-Officio Recorder.