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4973
MORTGAGE WITH POWER OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That William L. Gilcrease and Lizzie Gilcrease, his wife both of Muskogee County, Oklahoma for and in consideration of ONE DOLLAR to them in hand paid, and the premises hereinafter set forth do hereby grant, bargain and sell unto

First National Bank of Muskogee of Muskogee Indian Territory, and unto its successors and assigns, forever, the following property situated in the town of Muskogee, Creek Nation, Indian Territory, described as follows: Block 10, lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 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976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000 and is officer recorder at Tulsa, Indian Territory.

To have and to hold the same to the said First National Bank of Muskogee its successors or assigns, together with all and singular the appurtenances and improvements thereunto belonging; and we hereby covenant with the said First National Bank of Muskogee, its successors and assigns that we will forever warrant and defend the title to said property against all lawful claims.

And I, Lizzie Gilcrease, wife of the said William L. Gilcrease do hereby release unto the said First National Bank of Muskogee all my right and dower in and to said lands. This sale is on condition that:

Whereas the said William L. Gilcrease and Lizzie Gilcrease are justly indebted to the said First National Bank of Muskogee in the sum of Eight Hundred (800) DOLLARS evidenced by promissory note of date

for Eight Hundred Dollars (\$ 800.00) payable to the order of First National Bank of Muskogee days after date, executed by William L. Gilcrease 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 the front door of the building used at the time of said sale as a United States Court 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 21st day of June A.D., 1907
Wm L. Gilcrease [SEAL]
Lizzie Gilcrease [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, William L. Gilcrease and Lizzie Gilcrease to me personally well known as the grantor of 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 Lizzie Gilcrease wife of said William L. Gilcrease 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 21 day of June 1907
[SEAL] William D. Johnson Gayfield Johnson Notary Public.
My commission expires Dec 28, 1909

Filed for Record June 26 1907 at 8 o'clock A. M.
Otis S. Lorton Deputy Clerk & Ex-Officio Recorder.