

COMPARED

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MORTGAGE WITH POWER OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That we J. E. Middleton and Nannie Middleton his wife of Broken Arrow, 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

May Hammett Marshall of Independence, Mo., Indian Territory, and unto her successors and assigns, forever, the following property situated in the

namely: Lots 22, 23 & 24 in Block Eighteen (18) in the North Side Addition to the town of Broken Arrow, I.T. according to the plat filed in the office of the Deputy Clerk of the United States Court and ex-officio recorder at Wagoner, Indian Territory.

To have and to hold the same to the said May Hammett Marshall and her successors or assigns, together with all and singular the appurtenances and improvements thereunto belonging;

and we hereby covenants with the said May Hammett Marshall that we will forever warrant and defend the title to said property against all lawful claims.

And I, Nannie Middleton wife of the said J. E. Middleton do hereby release unto the said May Hammett Marshall all my right and dower in and to said lands. This sale is on condition that:

Whereas the said J. E. Middleton and Nannie Middleton justly indebted to the said May Hammett Marshall

in the sum of Five hundred 70 DOLLARS evidenced by promissory note dated June, 12th, 1907 for five hundred Dollars due and payable two years after date with interest at seven per cent per annum, interest payable annually

for Five hundred Dollars (\$ 500.00) payable to the order of May Hammett Marshall.

Two years days after date, executed by J. E. Middleton and Nannie Middleton of Broken Arrow, I.T. with interest at seven 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 \$ 500.00, 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 the front door of the Mayor's office 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 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 appraisement and the right of redemption allowed by law are hereby expressly waived.

Witness our hand and seal this 10 day of June, A.D., 1907
J. E. Middleton [SEAL]
Nannie Middleton [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, J. E. Middleton and Nannie Middleton

to me personally well known as the grantors 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 Nannie Middleton wife of said J. E. Middleton 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 10 day of June, 1907
W. P. Zacher [SEAL] Notary Public.
 My commission expires April 9, 1908

Filed for Record June 26, 1907 at 8 o'clock a. M.
Otis Linton
 Deputy Clerk & Ex-Officio Recorder.