

5056
MORTGAGE WITH POWER OF SALE

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KNOW ALL MEN BY THESE PRESENTS:

That we William Pennington and Addie Pennington 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 Whitnack of

Broken Arrow Indian Territory, and unto his successors and assigns, forever, the following property situated in the town of Broken Arrow Creek Nation, Indian Territory, Town 1; Lots number 19, 20, 21, 22, 23 and 24 in Block number 27,

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

And I, Addie Pennington wife of the said William Pennington do hereby release unto the said Charles Whitnack all my right and dower in and to said lands. This sale is on condition that:

Whereas the said William Pennington and Addie Pennington justly indebted to the said Charles Whitnack

in the sum of Eleven Hundred \$ DOLLARS evidenced by promissory note dated Broken Arrow, Ind. Ter. June 29th, 1907,

for Eleven Hundred \$ Dollars (\$ 1100.00) payable to the order of Charles Whitnack

One year days after date, executed by William Pennington and Addie Pennington 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 \$ 1100.00, 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 First National Bank in Broken Arrow Ind. Ter. 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 hands and seals this 29th day of June A.D., 1907
William Pennington [SEAL]
Addie Pennington [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 Pennington and Addie Pennington 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 Addie Pennington, wife of said William Pennington, 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 29th day of June, 1907
[SEAL] Mustin D. S. S. F. S. Skierd Notary Public.
My commission expires Jan 27 1911

Filed for Record July 21 1907 at 8 o'clock a. M.
Otis Lorton
Deputy Clerk & Ex-Officio Recorder.