

COMPARED

4878

## MORTGAGE WITH POWER OF SALE, Realty

## KNOW ALL MEN BY THESE PRESENTS:

That Robert Pallock and Libetha G. Pallock, his wife for and in consideration of the sum of ten thousand dollars of ONE DOLLAR to us in hand paid, and the premises hereinafter set forth do hereby grant, bargain and sell unto

W. H. De Walt

Indian Territory, and unto

his heirs

successors and assigns, forever, the following property:

The W 1/2 of the S W 1/4 of Sec 14 Tp 21 North, Range 14 East, containing 80 acres more or less as the case may be according to the United States survey thereof.

To have and to hold the same to the said

successors or assigns, together with all and singular the appurtenances and improvements thereunto belonging;

and we hereby covenant with the said W. H. De Walt,

that we

will forever warrant and defend the title to said property against all lawful claims.

And Libetha G. Pallock

wife of the said

Robert Pallock for the consideration of said

do hereby release unto the said

W. H. De Walt

all my right and dower in and to said lands.

The sale is on condition that:

Whereas the said

we are

justly indebted to

unto the said W. H. De Walt

in the sum of

Ten thousand

DOLLARS evidenced by promissory note

dated

for the sum of ten thousand dollars drawing interest at the rate of 8% per annum from June 1, 1907, interest to be paid semi-annually. The mortgagor reserves the right to pay \$100.00 or any multiple thereof at any interest paying date.

for \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) payable to the

order of

days after date, executed by

with interest at \_\_\_\_\_ 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 his assignee, agent or attorney in fact, shall have power to sell said property at public sale, to the highest bidder for cash, at Culver in the northern Recording District of the Indian Territory

notice of the time and place of said sale having been first given thirty days, by advertising in some newspaper published in said territory or by other means, and the same posted in ten public places in said territory, at which sale said grantee or his assignee, agent or attorney in fact, may bid and purchase as any third person might do. And we hereby authorize the said grantee or his assignee 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. We hereby waive any and all rights of redemption or redemption under the laws of the State of Arkansas, approved March 8, 1899, under the Act of General Assembly of the State of Arkansas, approved March 8, 1899.

Witness our hand and seal

this 1st

day of June

A.D., 1907

Robert Pallock

[SEAL]

Libetha G. Pallock

[SEAL]

## ACKNOWLEDGMENT

UNITED STATES OF AMERICA, INDIAN TERRITORY, WESTERN Recording 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, Robert Pallock

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 Libetha G. Pallock,

wife of said

Robert Pallock

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

1st

day of June

1907

[SEAL]

Notary Public, I.T.

Harry Smith

Notary Public.

My commission expires Feb 5th 1911

Filed for Record June 18 1907 at 1:30 o'clock P.M.

Wm. S. Sinton

Deputy Clerk & Ex-Officio Recorder.