

5576

MORTGAGE WITH POWER OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That cl Thomas Wright for and in consideration of ONE DOLLAR to me in hand paid, and the premises hereinafter set forth do hereby grant, bargain and sell unto Luther E. Evans of Collinsville Indian Territory, and unto his successors and assigns, forever, the following property situated in the All of my surplus land in the Cherokee Nation, Indian Territory as follows: S 2 of NE 4 of NW 4 and 6 acres, evenly of the north side of SE 4 of NW 4 all of Sec. 29 Township 20 Range 14 E Cherokee Nat. and 7th

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

And I, _____ wife of the said _____ do hereby release unto the said _____

all my right and dower in and to said lands. This sale is on condition that:

Whereas the said Thomas Wright justly indebted to the said Luther E. Evans in the sum of One Hundred Twenty Nine and 25/100 DOLLARS evidenced by promissory note dated Oct. 10, 1905

for One Hundred Twenty Nine and 25/100 Dollars (\$ 129 25/100) payable to the order of Luther E. Evans October 1, 1906 days after date, executed by Thomas Wright 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 Coltosa and Co 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 cl 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 my hand and seal this 13th day of October A.D., 1905
Thomas Wright [SEAL]
[SEAL]

ACKNOWLEDGMENT

UNITED STATES OF AMERICA, INDIAN TERRITORY, Notary WESTERN JUDICIAL DISTRICT. SS.
BE IT REMEMBERED, That on this day came before me, the undersigned, a Notary Public, within and for the Notary Western District of the Indian Territory aforesaid, duly commissioned and acting as such, Thomas Wright

to me personally well known as the grantor in and within the foregoing deed, and stated that _____ 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 _____ wife of said _____ 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 13 day of Oct 1905
[SEAL] Notary Notary Public
My commission expires Oct 9 1907

Filed for Record Jul 31 1907 at 130 o'clock P. M.

Otis Horton
Deputy Clerk & Ex-Officio Recorder.