

## MORTGAGE WITH POWER OF SALE

**KNOW ALL MEN BY THESE PRESENTS:**

That we, J. M. Steen and Charles Buford single men 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 The Muskogee Title and Trust Company of Muskogee Indian Territory, and unto its successors and assigns, forever, the following property situated in the Creek Nation Indian Territory described as follows to wit: Lots one (1) two (2) three (3) four (4) five (5) and six (6) in Block Eighteen (18) in Tracts addition to the town of Broken Arrow Ind. Ter. according to the recorded plat thereof.

To have and to hold the same to the said Muskogee Title and Trust Company its successors or assigns, together with all and singular the appurtenances and improvements thereunto belonging; and we hereby covenants with the said Muskogee Title and Trust Company that we 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 J. M. Slien and Charles Burford are justly indebted to  
the said Missouri Title and Trust Company  
in the sum of One thousand twenty one and 73/100  
DOLLARS evidenced by promissory note dated July 29th 1907.

for One thousand twenty one and 75/100 Dollars (\$ 1,021.75) payable to the  
order of Muskogee Title and Trust Company  
October 15th, 1907 days after date, executed by J. N. Stein and Charles Buford  
with interest at ten 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 \$ 2,000 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 United States Court House at Tulsa, D.C. 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 hand, s. and seal<sup>s</sup> this 29<sup>th</sup> day of July A.D., 1907.

J. M. Steen [SEAL]  
Charles Buford [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. M. Stein and Charles Buford  
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 \_\_\_\_\_  
 \_\_\_\_\_, 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 29<sup>th</sup> day of July, 1907  
 [SEAL] Western District D.T. R. B. Robinson Notary Public.  
 My commission expires February 9 - 1910

Filed for Record August 3 1907 at 8 o'clock a M.

Otis Boston  
Deputy Clerk & Ex-Officio Recorder