

MORTGAGE WITH POWER OF SALE

COMPARA

KNOW ALL MEN BY THESE PRESENTS:

That I W. H. Pugh 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

G. A. Brown of Broken Arrow I. T. of his Indian Territory, and unto his successors and assigns, forever, the following property situated in the Town of Broken Arrow I. T. consisting of all Block Fifty two (52) and (50) feet of north side of Block Fifty one (51)

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

And I, Harriet Pugh wife of the said W. H. Pugh do hereby release unto the said G. A. Brown all my right and dower in and to said lands. This sale is on condition that:

Whereas the said W. H. Pugh justly indebted to the said G. A. Brown of Broken Arrow I. T. in the sum of Seven Hundred 700.00 DOLLARS evidenced by promissory note dated August 28th 1907.

for Seven hundred 700.00 Dollars (\$ 700.00) payable to the order of G. A. Brown one year after date

days after date, executed by W. H. Pugh and Harriet Pugh with interest at eight per cent per annum after maturity date.

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 \$ 700.00, 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 Front Door of Court House of Tulsa County, 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 I 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 appraisal and the right of redemption allowed by law are hereby expressly waived.

Witness our hand and seal this 29 day of August A. D., 1907

W. H. Pugh [SEAL]

Harriet Pugh [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, W. H. Pugh

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 Harriet Pugh wife of said W. H. Pugh 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 day of Aug 1907.

[SEAL] Broken Arrow I. T. W. P. Traker Notary Public.

My commission expires April 9/ 1908

Filed for Record August 29 1907 at 1 o'clock P. M.

Olie Lorton
Deputy Clerk & Ex-Officio Recorder.