

COMPARED

6180

MORTGAGE WITH POWER OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That Mr. Eb Stewart and Allie Stewart his wife for and in consideration of ONE DOLLAR to them in hand paid, and the premises hereinafter set forth do hereby grant, bargain and sell unto Leah Peterson of Maskell

Indian Territory, and unto his successors and assigns, forever, the following property situated in the incorporated town of Tulsa, Western District, Indian Territory to wit: - East 25 feet of the the 50 feet of West end of Lot One in Block One Hundred and Nineteen (119) on the above Town of Tulsa, Ind. Ter. Same being 25 feet wide East by 100 feet long North and South adjoining and shut and all buildings erected thereon during
To have and to hold the same to the said Leah Peterson

his successors or assigns, together with all and singular the appurtenances and improvements thereunto belonging; and they hereby covenants with the said Leah Peterson

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

And I, Allie Stewart wife of the said Eb Stewart do hereby release unto the said Leah Peterson

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

Whereas the said Eb Stewart and Allie Stewart justly indebted to the said Leah Peterson

in the sum of Six thousand and 00/100 DOLLARS evidenced by promissory note dated at Maskell, Ind. Ter. August, 28th, 1907

for Six Thousand and 00/100 Dollars (\$ 6000.00) payable to the order of Leah Peterson

Ninety days days after date, executed by Eb Stewart and Allie Stewart his wife 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 \$ 6000.00, 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 U.S. Court House in the incorporated town of Tulsa, Ind. Ter. 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 hands and seals this 28th day of August A.D., 1907
Witness a. g. Matthews Eb Stewart [SEAL]
Allie Stewart [SEAL]

ACKNOWLEDGMENT

State of Illinois, Cook County
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 County + State aforesaid Western District of the Indian Territory aforesaid, duly commissioned and acting as such, Eb Stewart and Allie Stewart his wife 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 Allie Stewart wife of said Eb Stewart 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 28th day of Aug 1907
[SEAL] Matthews a. g. Matthews Notary Public.
My commission expires June 22-1909

Filed for Record Aug 31, 1907 at 8 o'clock a. M.

O. H. Hart
Deputy Clerk & Ex-Officio Recorder.