

6284  
MORTGAGE WITH POWER OF SALE

## KNOW ALL MEN BY THESE PRESENTS:

That Francis R. Brennan a single man for and in consideration of ONE DOLLAR to him in hand paid, and the premises hereinafter set forth do hereby grant, bargain and sell unto Wm. Everts of Bixby

Indian Territory, and unto his successors and assigns, forever, the following property situated in the Incorporated Town of Bixby 28th Recording District Indian Territory, to wit: Lots numbered eight to twelve inclusive

To have and to hold the same to the said Wm. Everts

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

and he hereby covenants with the said Wm. Everts

that he 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 Francis R. Brennan is justly indebted to the said First National Bank of Keefe

in the sum of Fifty \$.

DOLLARS evidenced by promissory note dated July 27, 1907 due three months after date and whereas said Wm. Everts has indorsed said note and said Brennan wants to protect said Everts as such indorser.

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 its assignee, agent or attorney in fact, shall have power to sell said property at public sale, to the highest bidder for cash, at Bixby 28th 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 he 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 my hand and seal this 27th day of July A.D., 1907  
Francis R. Brennan [SEAL]  
[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, Francis R. Brennan 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

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 27th day of July 1907

[SEAL] William D. G. 26

John H. Cain Notary Public.

My commission expires May 16, 1908

Filed for Record Sept 7 1907 at 8 o'clock a.M.

Otto Larson  
Deputy Clerk & Ex-Officio Recorder.

The note described in this mortgage has been paid in full and this mortgage is hereby satisfied and discharged by Wm. Everts, the mortgagee, this 1st day of March, 1908. Wm. Everts signed and acknowledged before me by Wm. Everts, the mortgagee, this 1st day of March, 1908. H. C. Walsley, Registrar of Deeds