

MORTGAGE WITH POWER OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That W. H. Hall and Rozie E. Hall, husband and wife, of Broken Arrow, D.T. 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 J. N. Shippey of Broken Arrow Indian Territory, and unto his successors and assigns, forever, the following property situated in the Seels Nation and the Western District of the Indian Territory, to wit, Lots numbered Fifteen (15), Sixteen (16), Seventeen (17), in Block Number Eleven (11), in the North Side Addition to the incorporated town of Broken Arrow, Indian Territory, according to the recorded plat thereof,

To have and to hold the same to the said J. N. Shippey his successors or assigns, together with all and singular the appurtenances and improvements thereunto belonging; and we hereby covenants with the said J. N. Shippey

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

And I, Rozie E. Hall wife of the said W. H. Hall do hereby release unto the said J. N. Shippey

all my right and dower in and to said lands. This

sale is on condition that:

Whereas the said W. H. Hall and Rozie E. Hall are justly indebted to the said J. N. Shippey in the sum of seven hundred and twenty eight (\$728.00) DOLLARS evidenced by promissory note S. dated September, 10, 1907 for \$700.00 due in two years from date and a second note for \$28.00 dated September, 10, 1907, due one year after date, both of said notes.

for J. N. Shippey Dollars (\$ 728.00) payable to the order of J. N. Shippey Two years and one year

days after date, executed by W. H. Hall and Rozie E. Hall 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 \$ 100.00 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, in front of the First State Bank of Broken Arrow, and in 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 and seal this 10th day of September A.D., 1907

W. H. Hall [SEAL]

Rozie E. Hall [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. Hall and Rozie E. Hall 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 Rozie E. Hall wife of said W. H. Hall

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 10th day of September, 1907

[SEAL] West. Dist. D.T. H. B. Richter Notary Public.

My commission expires March 15, 1910

Filed for Record Sep 11 1907 at 8 o'clock A.M.

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