

COMPLETED

6326

MORTGAGE WITH POWER OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That Elda M. Middleton and J. P. Middleton, ^{husband and 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 Willie F. Taylor of Broken Arrow Indian Territory, and unto his successors and assigns, forever, the following property situated in the Creek Nation as follows:—

The North West Quarter of the South West Quarter of Section Thirty Two (32) Township Nineteen North, Range Fourteen (14) East of the Canadian or Base and Meridian

To have and to hold the same to the said Willie F. Taylor

his successors or assigns, together with all and singular the appurtenances and improvements thereunto belonging; and they hereby covenants with the said Willie F. Taylor

that they will forever warrant and defend the title to said property against all lawful claims. And I, Elda M. Middleton wife of the said J. P. Middleton do hereby release unto the said Willie F. Taylor all my right and dower in and to said lands. This sale is on condition that:

Whereas the said Elda M. Middleton and J. P. Middleton justly indebted to the said Willie F. Taylor in the sum of Four Hundred and 75/100 DOLLARS evidenced by promissory note dated September 9, 1907

for Four Hundred and 75/100 Dollars (\$ 400.75) payable to the order of Willie F. Taylor on or before September 9, 1908 days after date, executed by Elda M. Middleton and J. P. Middleton 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 \$, 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 First National Bank of Broken Arrow Indian Territory 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 appraisement and the right of redemption allowed by law are hereby expressly waived.

Witness our hand and seal this ninth day of September A.D., 1907
Elda M. Middleton [SEAL]
J. P. Middleton [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. P. Middleton 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 Elda M. Middleton wife of said J. P. Middleton 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 ninth day of September, 1907
[SEAL] West. Dist. of Ind. W. J. Brumby Notary Public.
My commission expires June 13/18

Filed for Record Sept 9, 1907 at 1 o'clock P.M.

Otto Barton
Deputy Clerk & Ex-Officio Recorder.