

6399

# MORTGAGE WITH POWER OF SALE

COMPARED

M.  
 F. L.  
 C. L.  
 C. D.  
 C. I.

## KNOW ALL MEN BY THESE PRESENTS:

That Ella McDaniel for and in consideration of ONE DOLLAR to her in hand paid, and the premises hereinafter set forth do hereby grant, bargain and sell unto

Henry M. Smelser of Lucas, Indian Territory, and unto his successors and assigns, forever, the following property situated in the South half (S 1/2) of Lot one (1) in Block Thirty-two (32) in the original Town of Tulsa, Creek Nation, Indian Territory, according to the approved plat thereof.

To have and to hold the same to the said Henry M. Smelser his successors or assigns, together with all and singular the appurtenances and improvements thereunto belonging; and I hereby covenants with the said Henry M. Smelser that I 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 Ella McDaniel justly indebted to the said Henry M. Smelser in the sum of Eight Hundred and Sixty-Seven DOLLARS evidenced by promissory note dated August 23, 1907

for \$265.00 \$100.00 \$120.00 and 200.00 (respectively) Dollars (\$ 265.00) payable to the order of Henry M. Smelser, in three, six, nine and twelve months,

days after date, executed by Ella McDaniel with interest at eight per cent per annum from 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 \$ 600.00, 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 Lucas, 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 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 appraisement and the right of redemption allowed by law are hereby expressly waived.

Witness my hand and seal this 23 day of August A.D., 1907 Ella McDaniel [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, Ella McDaniel

to me personally well known as the grantor in and within the foregoing deed, and stated that she 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 24th day of August 1907 [SEAL] Notary Public John L. Pearson My commission expires Jan 13, 1910

Filed for Record Sept. 13 1907 at 8:35 o'clock A.M.

Otis Barton Deputy Clerk & Ex-Officio Recorder.