

## MORTGAGE WITH POWER OF SALE

## KNOW ALL MEN BY THESE PRESENTS:

That me N. P. Showman and W. E. Mc Gill for and in consideration of ONE DOLLAR to us in hand paid, and the premises hereinafter set forth do hereby grant, bargain and sell unto Mary E. Mc Anally of Broken Arrow Indian Territory, and unto her successors and assigns, forever, the following property situated in the town of Broken Arrow Indian Territory town of Lot twenty-two (22) in Block Fifty six (56)

To have and to hold the same to the said Mary E. Mc Anally her successors or assigns, together with all and singular the appurtenances and improvements thereunto belonging; and we hereby covenant with the said Mary E. Mc Anally that we will forever warrant and defend the title to said property against all lawful claims.

And we Mary S. Showman and Terry Mc Gill wives respectively of the said N. P. Showman and W. E. Mc Gill do hereby release unto the said Mary E. Mc Anally all my right and dower in and to said lands. This

## sale is on condition that:

Whereas the said N. P. Showman and W. E. Mc Gill are justly indebted to the said Mary E. Mc Anally in the sum of Four hundred ninety-five DOLLARS evidenced by promissory note dated November 1, 1907

for Four hundred ninety-five Dollars (\$ 495.00) payable to the order of Mary E. Mc Anally One upon day after date, executed by N. P. Showman and W. E. Mc Gill with interest at 10 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 \$ 500.00, 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 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 appraisal and the right of redemption allowed by law are hereby expressly waived.

Witness our hand S. and seal S. this 1<sup>st</sup> day of November A.D., 1907  
N. P. Showman (Seal)  
W. E. Mc Gill (Seal)  
Mary S. Showman (Seal)  
Terry Mc Gill (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, N. P. Showman and W. E. Mc Gill

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 Mary S. Showman and Terry Mc Gill wives respectively of said N. P. Showman and W. E. Mc Gill 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 2<sup>nd</sup> day of November 1907  
Am. Laws Notary Public.  
 My commission expires 3-13-1910

Filed for Record Nov 4 1907 at 8 o'clock a.M.

Olto Lorton  
 Deputy Clerk & Ex-Officio Recorder.