

7239

MORTGAGE WITH POWER OF SALE

COMPARED

283

KNOW ALL MEN BY THESE PRESENTS:

That Robert H. Moore and Berta Moore, his wife, 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 John A. Hitenack of

Ballinsville Indian Territory, and unto his successors and assigns, forever, the following property situated in the town of Ballinsville, Indian Territory, all of Lot five (5) in block thirty-one (31) in the town of Ballinsville, Indian Territory, as per the United States Government plat and survey of said town, together with all improvements of any kind or nature located thereon. This mortgage is only for a former mortgage of one hundred dollars executed in favor of John H. Hall and which there is only about forty dollars yet due.

To have and to hold the same to the said John A. Hitenack successors or assigns, together with all and singular the appurtenances and improvements thereunto belonging; and we hereby covenants with the said John A. Hitenack that we will forever warrant and defend the title to said property against all lawful claims.

And I, Berta Moore wife of the said Robert H. Moore do hereby release unto the said John A. Hitenack all my right and dower in and to said lands. This sale is on condition that:

Whereas the said Robert H. Moore and Berta Moore are justly indebted to the said John A. Hitenack in the sum of Eighty-seven, 44/100 DOLLARS evidenced by promissory note dated Nov. 6th, 1907,

for Eighty-seven, 44/100 Dollars (\$ 87.44) payable to the order of John A. Hitenack six months days after date, executed by Robert H. Moore and Berta Moore with interest at 8 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 post office door in the town of Ballinsville, I. T. 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 hands and seal at this sixth day of November, 1907 A.D., 1907
Robert H. Moore [SEAL]
Berta Moore [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, Robert H. Moore 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 Berta Moore wife of said Robert H. Moore 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 6th day of November, 1907
Clinton L. Goodale Notary Public.
 My commission expires Sept 5th 1910

Filed for Record Nov 7 1907 at 8 o'clock A.M.
Otto Rantow Deputy Clerk & Ex-Officio Recorder.