

# MORTGAGE WITH POWER OF SALE

**KNOW ALL MEN BY THESE PRESENTS:**

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That W. F. Hall and Rose E. Hall his wife of Broken Arrow 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 The Dickason Goodman Lumber Company of Broken Arrow Indian Territory, and unto its successors and assigns, forever, the following property situated in the Creek nation and western District of the Indian Territory to wit Lots numbered fifteen (15) and sixteen (16) and seventeen (17) in Block numbered nineteen (19) in the town of Broken Arrow Indian Territory to have and to hold the same to the said Dickason Goodman Lumber Company its successors or assigns, together with all and singular the appurtenances and improvements thereunto belonging; subject to a mortgage for \$28.00 in favor of J. N. Shipley of Broken Arrow and the hereby covenants with the said Dickason Goodman Lumber Company

except the above mentioned mortgage that my wife of the said do hereby release unto the said

*Dickason Goodmen Lumber Company* all my right and dower in and to said lands. This sale is on condition that:

Whereas the said W. F. Hall and Rosie E. Hall justly indebted to  
the said Oakerson Goodman Lumber Company  
in the sum of One Hundred  
DOLLARS evidenced by promissory note dated November 1907

for One Hundred Dollars (\$ 100<sup>00</sup>), payable to the  
order of Dickason Goodman Lumber Company  
on March 1, 1908 days after date, executed by W. F. Hall and Rosie E. Hall  
with interest at eight 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 \$ 5000 .....  
 ..... 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 Boston* <sup>Public</sup> 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 *and attorney fees* 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 seals this 7<sup>th</sup> day of November A.D., 1907  
W. F. Hall [SEAL]  
Rosie 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. F. Hall and Rosie E. Hall  
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 Rosie E. Hall  
W. F. Hall wife of said W. F. 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 7<sup>th</sup> day of November 1907  
 [SEAL] Western  
Notary Public  
 My commission expires March 15 1910 F B Richter Notary Public.

Filed for Record 11 Nov 1907 at 8 o'clock AM.

*Otto Lorton*  
Deputy Clerk & Ex-Officio Recorder