

## MORTGAGE WITH POWER OF SALE

## KNOW ALL MEN BY THESE PRESENTS:

That John J. Enos and Rosa Enos his 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

Perry Holliman of Tulsa Indian Territory, and unto his successors and assigns, forever, the following property situated in the Western District Indian Territory to wit: Lot ten (10) in block three (3) in Bellview addition to the town of Tulsa Subject to a mortgage for \$500.00 given to Laura P. Matthews this date covering same property

To have and to hold the same to the said Perry Holliman his successors or assigns, together with all and singular the appurtenances and improvements thereunto belonging; and we hereby covenants with the said Perry Holliman

that we will forever warrant and defend the title to said property against all lawful claims. And I, John J. Enos wife of the said

Perry Holliman do hereby release unto the said Perry Holliman all my right and dower in and to said lands. This sale is on condition that:

Whereas the said John J. Enos and Rosa Enos his wife are justly indebted to the said Perry Holliman in the sum of Fifty & 7/100

DOLLARS evidenced by promissory note dated Nov. 15, 1907 payable \$12.50 May 15, 1908 \$12.50 Nov 15, 1908 \$12.50 May 15, 1909 and \$12.50 Nov 15, 1909

for Perry Holliman Dollars (\$) payable to the order of Perry Holliman

days after date, executed by John J. Enos and Rosa Enos his wife with interest at 5 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 Tulsa Indian Terr 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 hand and seal this 15 day of Nov A.D., 1907

John J. Enos [SEAL]  
Rosa Enos [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, John J. Enos

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 Rosa Enos wife of said John J. Enos 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 15th day of November 1907.

[SEAL]

My commission expires Feb 15, 1911

L. H. Walker Notary Public.

Filed for Record Nov 20 1907 at 1 o'clock a. M.

H. C. Halkley Deputy Clerk & Ex-Officio Recorder.

For value received, I acknowledge satisfaction and pay within mortgage, and same is hereby released, Nov 17, 1909 H. C. Halkley Deputy Clerk