

MORTGAGE WITH POWER OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That Leah H. Baker and Minnie E. Baker nee Horn her husband and 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 H. H. Fisher of Highland Avenue County of the second part Indian Territory, and unto his successors and assigns, forever, the following property situated in the County of Tulsa and State of Oklahoma to-wit: The North West quarter of the South West quarter and the North West quarter of the North West quarter of section twenty three Township eighteen North and Range fourteen East of the Indian Base and Meridian, containing eighty acres more or less.

To have and to hold the same to the said H. H. Fisher and his successors or assigns, together with all and singular the appurtenances and improvements thereunto belonging; and she hereby covenants with the said H. H. Fisher

that she will forever warrant and defend the title to said property against all lawful claims.

And I, Minnie E. Baker nee Horn wife of the said Leah H. Baker do hereby release unto the said H. H. Fisher all my right and dower in and to said lands. This sale is on condition that:

Whereas the said Leah H. Baker and Minnie E. Baker nee Horn his wife are justly indebted to the said H. H. Fisher

in the sum of Two thousand (\$2,000.00) DOLLARS evidenced by promissory note dated November 19th 1907 due in five years from the date hereof with interest at 5% from date payable annually, both principal and interest are payable at Broken Arrow Oklahoma and draw interest at 5% after maturity until paid

for H. H. Fisher Dollars (\$ 2,000.00) payable to the order of H. H. Fisher

days after date, executed by Leah H. Baker and Minnie E. Baker 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 \$ 1,000.00, 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 Oklahoma 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 she 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 Our hand and seal this 19th day of November A.D., 1907.

Leah H. Baker [SEAL]

Minnie E. Baker nee Horn [SEAL]

ACKNOWLEDGMENT

State of Oklahoma County of Tulsa.
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 County and State of the Indian Territory aforesaid, duly commissioned and acting as such, Leah H. Baker and Minnie E. Baker nee Horn his wife to me personally well known as the grantor and 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 Minnie E. Baker nee Horn wife of said Leah H. Baker 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 twenty first day of November 1907.

[SEAL]

A. M. Lewis Notary Public.

My commission expires March 13, 1910 Commission filed with county clerk of Tulsa county 4/18/1907.

Filed for Record Nov 23 1907 at 3:55 o'clock P.M.

H. B. Strickley Deputy Clerk & Ex-Officio Recorder.