

MORTGAGE WITH POWER OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That Belle Perryman and Fred Wilson of DeWey, Oklahoma 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

George Brooks of DeWey, Oklahoma

Indian Territory, and unto his successors and assigns, forever, the following property situated in the Forest Nation eight mile West of Tulsa being the W 1/2 of the S 1/4 and the S 1/4 of the N 1/4 of Section 16 Township 19 North, Range 11 East, Tulsa County, Oklahoma

To have and to hold the same to the said George Brooks

his successors or assigns, together with all and singular the appurtenances and improvements thereunto belonging; and they hereby covenants with the said George Brooks that they will forever warrant and defend the title to said property against all lawful claims.

And I, wife of the said

do hereby release unto the said

all my right and dower in and to said lands. This sale is on condition that:

Whereas the said Belle Perryman and Fred Wilson are justly indebted to the said George Brooks

in the sum of Two hundred and no/00 (\$200.00) DOLLARS evidenced by promissory note dated November 25, 1907

for Two hundred and no/00 Dollars (\$ 200.00) payable to the order of George Brooks

One year days after date, executed by Belle Perryman and Fred Wilson 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 \$. . . , 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 DeWey, 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 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 25th day of November A.D., 1907

Witness to mark
L. Seroufne
Fred B. Woodard

Belle Perryman [SEAL]
Fred Wilson [SEAL]

ACKNOWLEDGMENT

State of Oklahoma County of Washington
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 State and County of the Indian Territory aforesaid, duly commissioned and acting as such, Belle Perryman and Fred Wilson

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

wife of said 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 25th day of November 1907

[SEAL]

T. N. Reese Notary Public.

My commission expires Aug 23, 1910

Filed for Record Dec 3 1907 at 8 o'clock a M.

Isabel H. C. Weible Deputy Clerk & Ex-Officio Recorder.