

MORTGAGE WITH POWER OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That Mary J. Showers and O. P. Showers for and in consideration of ONE DOLLAR to the in hand paid, and the premises hereinafter set forth do hereby grant, bargain and sell unto The Lawrence County Bank, Purcell City, Mo. of Indian Territory, and unto its successors and assigns, forever, the following property situated in the

NW 1/4 of 21 22 1/4 of SE 1/4 of 22 1/2 of SW 1/4 of SE 1/4 Sec 9 Town
22 Range 14 E; also SE 1/4 of 21 22 1/4 of 22 1/2 of SW 1/4 of SE 1/4
22 1/2 of 21 22 1/4 of 22 1/2 of SW 1/4 of SE 1/4 23

to have and to hold the same to the said Lawrence County Bank and its successors or assigns, together with all and singular the appurtenances and improvements thereunto belonging;

and do hereby covenant with the said Lawrence County Bank that they will forever warrant and defend the title to said property against all lawful claims.

And I, O. P. Showers husband, wife of the said Mary J. Showers do hereby release unto the said Lawrence County Bank all my right and dower in and to said lands. This sale is on condition that:

Whereas the said Mary J. Showers and O. P. Showers justly indebted to the said Lawrence County Bank in the sum of Fourteen Hundred Thirty & 4/100 DOLLARS evidenced by promissory note S. dated Nov 8 1907

for Thirteen Hundred Seventy one and 4/100 dollars respectively Dollars (\$ 1371.40) payable to the order of Lawrence County Bank June 15 1908 days after date, executed by Mary J. Showers and husband 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 \$ 1000, 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 Collinsville Indian Territory 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 they 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 S. and seal S. this 8 day of November A.D., 1907

Mary J. Showers [SEAL]

O. P. Showers [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, Mary J. Showers

to me personally well known as the grantor in and within the foregoing deed, and stated that she 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 O. P. Showers husband of said Mary J. Showers wife of said Mary J. Showers 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 8 day of November 1907

[SEAL]

George C. Hicks Notary Public.

My commission expires June 5 1911

Filed for Record Dec 10 1907 at 10 o'clock AM

H. B. Walkley Deputy Clerk & Recorder

State of Oklahoma, County of Mayes, ss. I, the undersigned Register of Deeds Mayes County, do hereby certify that the foregoing and attached mortgage was duly recorded in Book 2 Page 2 of the public records of said county and the same is duly recorded in Book 2 Page 2 of the public records of said county.