

MORTGAGE WITH POWER OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That T. J. Dougherty for and in consideration
of ONE DOLLAR to in hand paid, and the premises hereinafter set forth do hereby grant, bargain and sell unto

 of
 Indian Territory, and unto successors and assigns, forever, the following property situated in the

To have and to hold the same to the said
 successors or assigns, together with all and singular the appurtenances and improvements thereunto belonging;
and hereby covenants with the said
 that 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 justly indebted to
the said

 in the sum of
DOLLARS evidenced by promissory note dated

for Dollars (\$) payable to the
order of

 days after date, executed by
 with interest at 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 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 attend-
ing 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 hand and seal this day of A.D., 190

[SEAL]

[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 Ter-
ritory aforesaid, duly commissioned and acting as such,

 to me personally well known as the grantor in and within the foregoing deed, and stated that
 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 day of 190

[SEAL]

Notary Public.

My commission expires

Filed for Record 190 at o'clock M.

Deputy Clerk & Ex-Officio Recorder.