

MORTGAGE WITH POWER OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That Louisa Sells and Snow Sells her husband for and in consideration of ONE DOLLAR to her in hand paid, and the premises hereinafter set forth do hereby grant, bargain and sell unto

John S. Bilby of Quinn Missouri Indian Territory, and unto his successors and assigns, forever, the following property situated in the County of Wagoner, State of Oklahoma. The east half of the Northeast quarter and the Northwest quarter of the North-east quarter of section 36, T. 2 N., R. 10 E., N. 100th and range 10 East. John S. Bilby

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

that she will forever warrant and defend the title to said property against all lawful claims. And I, Snow Sells husband of the said Louisa Sells do hereby release unto the said John S. Bilby country all my right and dower in and to said lands. This sale is on condition that:

Whereas the said Louisa Sells and Snow Sells are justly indebted to the said John S. Bilby

in the sum of Three hundred and fifteen DOLLARS evidenced by promissory note dated January 7, 1908 due January 7, 1910 payable to the order of John S. Bilby, Broken Arrow, Oklahoma with interest at ten percent per annum payable annually also assign all royalties accruing to said first party for the extent of this mortgage, by Dollar (2) payable to the order of a certain lease dated June 29, 1905 and recorded July 1st 1905 in B.C. Smith on the above mentioned property 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 \$ 100, 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 Wagoner, 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 o 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 7th day of January, A.D., 1908.
John S. Bilby [SEAL] Louisa Sells [SEAL]
Snow Sells [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 Western District of the Indian Territory aforesaid, duly commissioned and acting as such, Louisa Sells and Snow Sells

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 Louisa Sells wife of said Snow Sells 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 7th day of January, 1908.
 [SEAL] Thos. W. Walker Notary Public.

My commission expires May 20th 1911
 Filed for Record Jan 8, 1908 at 9:30 o'clock a. M. Thos. W. Walker Deputy Clerk & Ex-Officio Recorder.