

## MORTGAGE WITH POWER OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That Francis R. Brennan for and in consideration of ONE DOLLAR to to him in hand paid, and the premises hereinafter set forth do hereby grant, bargain and sell unto

P. H. Fitzgeraldof Bixby Oklahoma

Indian Territory, and unto

his

successors and assigns, forever, the following property situated in the

incorporated town of Bixby Tulsa County Oklahoma town Lots  
numbered Ten (10) eleven (11) and twelve (12) in Block  
numbered ten (10) according to the official plat of said  
town

To have and to hold the same to the said P. H. Fitzgeraldhis

successors or assigns, together with all and singular the appurtenances and improvements thereunto belonging;

and he hereby covenants with the said P. H. Fitzgeraldthat he

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 Francis R. Brennan is justly indebted to the said P. H. Fitzgerald

in the sum of Forty seven \$7.00

DOLLARS evidenced by promissory note

dated February 1908 for value received, in full of the  
within mortgage, and same is hereby released.

P. H. Fitzgerald

Signed and acknowledged before me

Register of Deeds

Dollars (\$ 2) payable to the

for Forty seven \$7.00  
order of P. H. Fitzgerald

three monthsdays after date, executed by Francis R. Brennanwith interest at eightper cent per annum from date until paid

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 Bixby 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 I 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 my hand and seal this sixth day of February A.D., 1908Francis R. Brennan [SEAL]

[SEAL]

## ACKNOWLEDGMENT

UNITED STATES OF AMERICA, INDIAN TERRITORY, WESTERN JUDICIAL DISTRICT. SS.

BE IT REMEMBERED, That on this day before me, the undersigned, a Notary Public, within and for the Western District of the Indian Territory 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 \_\_\_\_\_ 1908

[SEAL]

Notary Public.

My commission expires \_\_\_\_\_

Filed for Record Feb 8 1908 at 8 o'clock a.m.

(Seal)

H. B. Walkley

Deputy Clerk &amp; Office Recorder.

state of Oklahoma, ss.: Before me a Notary Public in and for said county, Bixby, Oklahoma, on this 6th day of February 1908, personally appeared Francis R. Brennan, single man, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the purposes therein mentioned and set forth, as such Notary Public on this 6th day of February 1908.  
My commission expires Oct 1-1910 (notarize)