

MORTGAGE WITH POWER OF SALE

KNOW ALL MEN BY THESE PRESENTS:

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

Joseph Holloway of Tulsa Indian Territory, and unto his successors and assigns, forever, the following property situated in the Creek Nation, Indian Territory all of lot 16 in Block 12 of the Tyuck and Toney addition to Tulsa, I.T.

To have and to hold the same to the said Joseph Holloway his successors or assigns, together with all and singular the appurtenances and improvements thereunto belonging; and hereby covenants with the said Joseph Holloway that we will forever warrant and defend the title to said property against all lawful claims.

And I, Florence M. Hoone wife of the said Arthur A. Hoone do hereby release unto the said Joseph Holloway all my right and dower in and to said lands. This sale is on condition that:

Whereas the said Arthur A. Hoone justly indebted to the said Joseph Holloway in the sum of one hundred and twenty eight 1/4 DOLLARS evidenced by promissory note dated March 30th 1907

for one hundred and twenty eight 1/4 Dollars (\$ 128 1/4) payable to the order of Joseph Holloway within 30 days after date, executed by them

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 \$ 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 The United States Court House in Tulsa, I.T. 30 days 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 he 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 hands and seals this 20th day of June A.D., 1907
Arthur A. Hoone [SEAL]
Florence M. Hoone [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, Arthur A. Hoone

he to me personally well known as the grantor in and within the foregoing deed, and stated that he 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 Florence M. Hoone wife of said Arthur A. Hoone 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 20th day of June 1907
[SEAL] Edw. P. Pusey Notary Public.

My commission expires July 1st 1907
Filed for Record July 13 1907 at 1:30 o'clock P. M.
H. C. Walker, Reg. Recorder
(Seal) Deputy Clerk & Ex-Officio Recorder

For value received, acknowledgment, satisfaction and payment in full of the within mortgage, and same is hereby released.

Signed and acknowledged before me Oct 8 at 9:40 am
H. C. Walker
Register of Deeds