

MORTGAGE WITH POWER OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That John D. Washington & Irene Washington his wife for and in consideration of the sum of five hundred thirty dollars of ONE DOLLAR to us in hand paid, and the premises hereinafter set forth do hereby grant, bargain and sell unto Bank of Claremore, Claremore, Oklahoma, (a corporation) of Indian Territory, and unto their heirs successors and assigns, forever, the following property situated in the The S.W. 1/4 of the S.W. 1/4 of sec. 21 - Twp. 22 - R. 13 in Tulsa County Oklahoma

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 we hereby covenant with the said Bank of Claremore that we will forever warrant and defend the title to said property against all lawful claims.

And Irene Washington wife of the said John D. Washington for the consideration aforesaid do hereby release unto the said Bank of Claremore all her right of dower and homestead in the said lands. This sale is on condition that:

Whereas the said John D. Washington justly indebted to the said Bank of Claremore in the sum of Five hundred thirty DOLLARS, evidenced by one promissory note dated of even date

for \$530.00 due July 21-1909 Dollars (\$) payable to the order of Bearing 8% from maturity 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 Claremore, in the County of Rogers, State of 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 we hereby authorize the said grantee or its assignee to convey said property to any one purchasing at said sale; and the records 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 appraisement and the right of redemption allowed by law are hereby expressly waived. we hereby waive any and all rights of appraisement or redemption under the laws of the State of Oklahoma Witness our hand and seal on this 22 day of Jan A.D., 1909.

John D. Washington [SEAL]
Irene Washington [SEAL]

State of Oklahoma } ss. ACKNOWLEDGMENT County of Rogers }

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

BE IT REMEMBERED, That on this day 22 personally appeared John D. Washington County of the Indian Territory aforesaid, duly commissioned and acting as such, Notary

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 Irene Washington wife of said John D. Washington 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 22 day of January 1909

[SEAL]

My commission expires Dec. 4 - 1910

W.E. Sunday Notary Public:
Rogers Co. of Okla.

Filed for Record Jan 25 1909 at 8 o'clock A.M.

Her Wakeley
Deputy Clerk & Ex-Officio Recorder