

COMPALED P. L.

## MORTGAGE WITH POWER OF SALE

## KNOW ALL MEN BY THESE PRESENTS:

That we Tennessee White and W.E. White for and in consideration of ONE DOLLAR to us in hand paid, and the premises hereinafter set forth do hereby grant, bargain and sell unto J.H. Korndorfer of Mounds Oklahoma Indian Territory, and unto his heirs successors and assigns, forever, the following property situated in the Tulsa County Oklahoma and described as follows to-wit: The southwest (1/4) quarter of the southwest (1/4) quarter of Section (10) Township (6) north Range (12) east of the meridian to have and to hold the same to the said J.H. Korndorfer his heirs

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

and we hereby covenants with the said J.H. Korndorfer that we will forever warrant and defend the title to said property against all lawful claims.

And I, we

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 Tennessee White and W.E. White are justly indebted to the said J.H. Korndorfer

in the sum of Fine Hundred and Seventy one DOLLARS evidenced by promissory note dated May 28<sup>th</sup> 1909

for Fine Hundred and Seventy one Dollars (\$ 571.00) payable to the order of J.H. Korndorfer on October 12<sup>th</sup> 1909

days after date, executed by Tennessee White and W.E. White 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 \$ 600.00 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 Mounds Creek County 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 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 & seal S. this 28<sup>th</sup> day of May A.D., 1909

Tennessee White [SEAL]

W.E. White [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,

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 28<sup>th</sup> day of May, 1909.

[SEAL]

Notary Public.

My commission expires

Filed for Record Jun 2 1909 at 8 o'clock A.M.

seal

H. B. Walkley  
Deputy Clerk of the Office Recorder.

State of Oklahoma } Before me, H. B. Walkley, a Notary Public, within and for the Western District of the Indian Territory aforesaid, duly commissioned and acting as such, on this 28<sup>th</sup> day of May, 1909, I have seen and acknowledged to me that they executed the same as their free and voluntary act and deed for the purposes therein mentioned and set forth, without compulsion or undue influence of her said husband. And I further certify that on the same day, also voluntarily appeared before me, the said Tennessee White and W.E. White, 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 28<sup>th</sup> day of May, 1909.