

## MORTGAGE WITH POWER OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That J. L. Galloway & M. E. Galloway, his wife for and in consideration of ONE DOLLAR to Ira C. Hicks in hand paid, and the premises hereinafter set forth do hereby grant, bargain and sell unto

Ira C. Hicks of Topeka, Kans. Indian Territory, and unto his successors and assigns, forever, the following property situated in the County of Wagner, State of Oklahoma. The southwest quarter of section eighteen (18) township nineteen (19) range fourteen (14) east

To have and to hold the same to the said J. L. Galloway & M. E. Galloway their successors or assigns, together with all and singular the appurtenances and improvements thereunto belonging; and we hereby covenant with the said Ira C. Hicks

that we will forever warrant and defend the title to said property against all lawful claims. And I, M. E. Galloway wife of the said J. L. Galloway do hereby release unto the said Ira C. Hicks all my right and dower in and to said lands. This sale is on condition that:

Whereas the said J. L. Galloway justly indebted to the said Ira C. Hicks in the sum of Fifteen hundred DOLLARS evidenced by promissory note dated December 15th, 1908

for fifteen hundred Dollars (\$ 1500.) payable to the order of Ira C. Hicks

one year days after date, executed by J. L. Galloway with interest at 6% 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 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 and seal this 5th day of December A.D., 1908  
J. L. Galloway [SEAL]  
M. E. Galloway [SEAL]

## ACKNOWLEDGMENT

UNITED STATES OF AMERICA, Warren County, Illinois 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 County of Warren State of Ill. Notary aforesaid, duly commissioned and acting as such, J. L. Galloway

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 M. E. Galloway wife of said J. L. Galloway 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 5th day of December 1908  
Nina E. Allen [SEAL] Notary Public.  
 My commission expires Aug 11th, 1910

Filed for Record Sept 14 1909 at 8 o'clock A.M.  
H. C. Walker Dep. of Recd.  
Deputy Clerk & Ex-Officio Recorder