

COMPARED

No. 1193.

P. D. M.
P. I. M.
P. L.
C. L.
S. D.
C. I.

George A. Price and wife,

to

Mortgage with power of sale.

J. A. Roselle,

Know all Men by these Presents: That we George A. Price, and Myrtle Price, his wife of Broken Arrow, Indian Territory, for and in consideration of the sum of Four hundred (\$400) Dollars to us in hand paid, and the premises hereinafter set forth, do hereby grant, bargain and sell unto J. A. Roselle, and unto his heirs, executors and assigns forever the following property, namely: Lot 10 and East 10 feet of lot 9 in Block 14 in the town of Broken Arrow, D. T. and we hereby covenant with the said J. A. Roselle that we will forever warrant and defend the title to said property against all lawful claims.

And I, Myrtle Price, wife of the said George A. Price, do hereby release unto the said J. A. Roselle all my right of dower in said lands. This sale is on condition whereas George A. Price and Myrtle Price, his wife are justly indebted to the said J. A. Roselle in the sum of Four hundred Dollars, evidenced by a promissory note of even date herewith for the sum of \$400 payable to the order of J. A. Roselle, on or before two years after date and signed by George A. Price and Myrtle Price and with interest thereon at the rate of 6% per annum from date.

Now if the said George A. Price & Myrtle Price shall pay the said money at the times and in the manner aforesaid, then the above conveyance shall be null and void; and in case of non-payment, then the grantee or his assignee shall have power to sell said property at public sale to the highest bidder for cash at Broken Arrow, in the Creek Nation of the Indian Territory, public notice of the time and place of said sale having been first given of twenty days by advertising in some news paper published in said district, or by printed hand-bills posted in five conspicuous places in the neighborhood of said premises; at which sale the grantee or assignee may bid and purchase or any third party might do. We hereby authorize the said grantee or his assignee to convey said property to anyone purchasing at said sale, and to convey an absolute title thereto, and the recitals of said deed of conveyance shall be taken as prima facie true.

And the proceeds of the said sale shall first be applied to payment of 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 the said grantor.

In Witness Whereof, we have set our hands and seals on this 12th day of October, 1906.

George A. Price. (Seal)

Myrtle Price (Seal)

United States of America, Indian Territory, Western Judicial District, ss. Be it Remembered that on this day, came the undersigned a Notary Public within and for the Western Judicial District of the Indian Territory aforesaid, duly commissioned and acting as such, George A. Price to me personally well known as one of the parties grantor in the within and foregoing deed of conveyance and stated that they had executed the same for the consideration and purposes therein mentioned and set forth and I do hereby so certify. And I further certify that on the same day also voluntarily appeared before me, the said Myrtle Price wife of said George A. Price to me personally well known and in the absence of her said husband, declared that she had of her own free will executed said deed and signed and sealed the relinquishment of dower and homestead in the foregoing deed for the consideration and 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 12th day of October, 1906.

(Seal) Western Dist. D. T.

Arthur Harner,

Notary Public.

My commission expires Jan. 19, 1909.

Filed for Record Oct. 19, 1906, at 1:15 P.M.

Elis Lorton

Deputy Clerk and ex-officio Recorder.