

COMPARED

No. 1214.

 P. M.
 F. L.
 C. L.
 C. D.
 C. I.

L. Van Vliet and wife

To

G. L. Elmore,

Mortgage with force of sale.

Know All Men By These Presents: That we, L. Van Vliet and Louise Van Vliet, his wife of Broken Arrow, Indian Territory, for and in consideration of the sum of two hundred dollars to us in hand paid, and the premises hereinafter set forth, do hereby grant, bargain and sell unto G. L. Elmore, and unto his heirs, executors and assigns, from the following property, to-wit: Lots 1, 2, 3, 4, 5, 6 and 7 in Block 15 in the North Side Addition to the Town of Broken Arrow, D. T. and we hereby covenant with the said G. L. Elmore that we will forever warrant and defend the title to said property against all lawful claims.

And I, Louise Van Vliet, wife of the said L. Van Vliet, do hereby release unto the said G. L. Elmore all my right of dower in said lands.

This sale is on condition where as L. Van Vliet and Louise Van Vliet, are justly indebted to the said G. L. Elmore in the sum of two hundred dollars, evidenced by a promissory note of even date herewith for \$200.00 payable to the order of G. L. Elmore one year after date with interest thereon at the rate of 8% per annum from date payable semi-annually and signed by L. Van Vliet and Louise Van Vliet.

Now if the said L. Van Vliet and Louise Van Vliet shall pay the said money at the time and in the manner of said note, 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 Broken Arrow in the County of Nowata 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 newspaper published in said district, and by printed hand bills posted in five conspicuous places in the neighborhood of said premises; at which sale the said grantee or assignee may bid and purchase as any third party might do, and hereby authorize the said grantee or his assignee to convey said property to anyone purchasing at said sale, and to convey an absolute title, trusts, and the records 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 here set our hands and seals on this 19th day of October, 1906.

L. Van Vliet (Seal)

Louise Van Vliet (Seal)

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 Judicial District of the Indian Territory, of and duly commissioned and acting as such, L. Van Vliet 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 Louise Van Vliet wife of said L. Van Vliet 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 any coercion or undue influence of her said husband.

Witness my hand and seal as such Notary Public, on this 19th day of October, 1906.

(Seal) Western Dist. D. T.

Arthur Farmer,

Notary Public.

My commission expires Jan. 19, 1909.

Filed for Record Oct 22, 1906, at 8:00 a.m.,

This Notary

deputy Clerk and ex-officio Recorder