

COMPARED

No. 1352

P.D.M.
P.L. 221
P.L.
C.L.
C.D.
C.I.

Lee B. Short and wife,

do.

W. H. Forbes,

Mortgage with power of sale.

Know all Men by these Presents:

That Lee B. Short and Mary A. Short for and in consideration of One Dollar to them in hand paid, and the premises hereinafter set forth, do hereby grant, bargain and sell, and convey unto W. H. Forbes of Highland, Kansas, and unto his heirs and assigns forever, the following property situated in the Creek Nation and within the limits of the Indian Territory, to-wit: - The south half of the Northeast Quarter (1/4) of Section, eight (8), in Township, Seventeen (17) North range, fourteen, east of the Indian Base and Meridian (N. R. 14. E.), containing 80 acres, more or less.

To have and to hold the same to the said W. H. Forbes his heirs or assigns, together with all and singular the appurtenances and improvements thereto belonging; and we hereby covenant with the said W. H. Forbes that we will forever warrant and defend the title to said property against all lawful claims.

And I Mary A. Short wife of the said Lee B. Short do hereby release all my right and claim in and to said lands. This sale is on condition that: Whereas, the said Lee B. Short and Mary A. Short are justly indebted to the said W. H. Forbes in the sum of Fifteen Hundred (\$1,500) Dollars evidenced by one promissory note of even date herewith by which we promise to pay to the order of W. H. Forbes the sum of Fifteen Hundred Dollars (\$1,500) for value received three years after date executed by Lee B. Short and Mary A. Short, his wife, with eight per cent interest per annum after date, 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 also, if any payable to second party as interest may appear at the time, and policies delivered to said second party and to keep all taxes paid.

Now if said parties, or anyone for 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 same or any part thereof, or a failure to keep said insurance and tax agreements, then the whole shall be at once due and payable, and the said grantee or his assigns, agent or attorney in fact shall have power to sell said property at public sale, to the highest bidder for cash at front door of the court house in the city of Broken Arrow, Indian Territory, public notice of the time and place of said sale having been first given thirty days, by advertising in some news paper published in said city or by sign printed or written and bills posted in six public places in said city as provided by sections 3049 and 4356, Mansfield's Digest of Laws of Arkansas at which sale the said grantee or his assignee, agent or attorney in fact, may bid and purchase any third person might do, and we hereby authorize the said grantee or his assigns to convey said property to anyone purchasing at said sale, and the contents of his 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 homestead exemption and right of redemption allowed by law are hereby expressly waived.

Witness our hand and seal this 25th day of October, A.D. 1906.

Lee B. Short (Seal)

Mary A. Short (Seal)

Acknowledgement.

United States of America, Indian Territory, Western District, 83.

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 of aforesaid, duly commissioned and acting as such, Lee B. Short and Mary A. Short his wife to me personally well known as the grantors in and within the foregoing deed, and stated that they had executed the