COMPARED

No. 1593.

P. D.
P. I.
P. L.
C. L.
C. R.
C. I.

J. H. McNames and Wife,
to
A. W. Bradshaw,

Mortgage with Power of Sale.

Know All Men By These Presents: That we, J. M. McNames and Mary McNames his wife of Broken Arrow, Indian Territory, for and in consideration of the sum of Seventy-five ($75) Dollars to him in hand paid, and the premises hereinafter set forth, do hereby grant, bargain, and sell unto A. W. Bradshaw and unto his heirs, executors and assigns forever the following property, namely: Lots 1 and 2 in Block 6 in the North Side Addition to the town of Broken Arrow, I. T.

and we hereby covenant with the said A. W. Bradshaw that we will forever warrant and defend the title to said property against all lawful claimers.

And I, Mary McNames, wife of the said J. M. McNames, do hereby release unto the said A. W. Bradshaw all my right of dower in said lands.

This sale is on condition whereas J. M. McNames and Mary McNames his wife are justly indebted to the said A. W. Bradshaw in the sum of Seventy-five Dollars, evidenced by a promissory note of even date herewith for the sum of $75 due and payable six months after date and signed by J. M. McNames and Mary McNames and with interest thereon at the rate of 8% per annum from maturity.

Now if the said J. M. McNames and Mary McNames 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 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 newspaper published in said District, or 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. We hereby authorize the said grantee or his assignee to convey said property to any one 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 23rd day of November, 1906.

J. M. McNames (Seal)

Mary McNames (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 aforesaid, duly commissioned and acting as such, J. M. McNames to me personally well known as one of the parties grantors in the within and foregoing deed of conveyance, and stated that they had executed the same for the considerations 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 Mary McNames, wife of said J. M. McNames 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 considerations 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 23rd day of November, 1906.

(Seal) Western Dist, I. T. Arthur Farmer,

My commission expires Jan. 19, 1909. Notary Public.

Filed for Record Nov. 24, 1906, at 1 P. M.

Otis Sorton

Deputy Clerk Ex-Officio Recorder.