

P. D. M.
P. I. 22-
P. L.
C. L.
C. D.
C. I.

W. I. Logan, et. al.

to

Percy Hicker, et. al.

Mortgage.

This Indenture, made and entered into this 23, day of January, 1902, by and between W. I. Logan and Mary Logan, of H. Gibson, D. I. party of the first part, and Percy Hicker and Connell Rogers, of H. Gibson, D. I. party of the second part.

Witnesseth: that the said party of the first part, for and in consideration of the sum of one dollar (\$1.00), to him in hand paid by the said party of the second part, the receipt of which is hereby acknowledged, do hereby these presents grant, bargain, sell, convey and confirm unto the said party of the second part, his heirs, administrators, executors and assigns, all of the following described real estate, situate in the City of Broken Arrow, Creek Nation of the Indian Territory, to-wit: Lots 13, 14 and 15, Block 11, in the town of Broken Arrow, D. I. according to the official plat thereof; together with all and singular the hereditaments and appurtenances thereto belonging or in anywise appertaining.

This conveyance is made upon the following conditions, to-wit:

Whereas, the said party of the second part, at the request, and for the benefit of the said party of the first part, has, on the day and year first hereinabove written, indorsed a certain promissory note, made by the said party of the first part, for the sum of Eight Hundred Forty Eight and No/100 (\$848.00), bearing date of Jan. 23, 1902, and payable six months after date, to the order of the Farmers National Bank of H. Gibson, at its banking office in H. Gibson, Indian Territory.

Now, therefore, this conveyance is intended to secure the party of the second part for all principal and interest money, costs, charges, and expenses which he may be compelled to pay, in consequence of the failure of the said party of the first part to pay and take up the said promissory note at maturity; and if the amount of the said promissory note principal and interest, shall be paid by the party of the first part at maturity, then these presents shall become void, and the estate hereby granted shall cease and utterly determine; but if default shall be made by the said party of the first part in the payment of the said sum of money, or the interest, or any part thereof, at the time hereinbefore specified, and the same be paid by or collected of the said party of the second part, the said party of the first part hereby authorizes and empowers the party of the second part, his heirs, executors, administrators, and assigns, to sell the said premises hereby granted, at public auction to the highest bidder, for cash, at the front door of the building now used as a United States Court House in the town of Muskogee, Indian Territory, after giving notice of such sale for five (5) days in some newspaper of general circulation published in the city of Broken Arrow, Indian Territory, at which time the said party of the second part, his heirs, or assigns, may sell as any third person might also; and to convey the same to the purchaser in fee simple, and all the acts and deeds of conveyance shall be taken as prima facie true, and shall be binding upon the said party of the first part, his heirs, executors, administrators, and assigns; and out of the proceeds from such sale the said party of the second part, his heirs or assigns, shall retain such sum or sums of money as may have been paid by or collected from the said party of the second part, as above mentioned, together with all costs and charges, and pay the over plus, if any, to the said party of the first part, his heirs, executors, administrators or assigns.

The sole consideration of this mortgage being for money paid and to be paid as is herein provided for the benefit of the party of the first part, the party of the first part hereby waives any and all rights of appraisal, sale or redemption which are by law provided.

And, Mary Logan wife to the said party of the first part, for the considerations and purposes hereinabove set out, hereby waives and relinquishes unto the said party of the second part, his heirs, executors, administrators and assigns, all of her right of dower and homestead in the above described premises, subject to the conditions of this Indenture.