

P. D. M.
P. I. 12
P. L.
C. L.
C. D.
C. I.

Malgerine Hobbs and husband,

to

R. K. Steer,

Mortgage with Power of Sale.

Know all Men by these Presents, that Malgerine Hobbs and Joseph C. Hobbs her husband for and in consideration of five hundred and no/100 dollars to us in hand paid, and the premises hereinafter set forth do hereby grant, bargain and sell unto R. K. Steer of Collinsville, Indian Territory and unto his successors and assigns, forever the following property situated in the Cherokee Nation, Indian Territory, all of the Northeast quarter of the Northeast quarter of the Northeast quarter of Section thirty (30), Township twenty-two (22), Range fourteen (14) East, containing ten acres, together with all improvements of whatever name or description.

So Have and to Hold the same to the said R. K. Steer successors or assigns, together with all and singular the appurtenances and improvements thereto belonging, and we hereby covenant with the said R. K. Steer that we will forever warrant and defend the title to said property against all lawful claims.

And I, Joseph C. Hobbs husband of the said Malgerine Hobbs do hereby release unto the said R. K. Steer all my right and title to said lands. This Sale is on Condition that: Whereas, the said Joseph C. Hobbs and Malgerine Hobbs are justly indebted to the said R. K. Steer in the sum of five hundred fifty, no/100 dollars evidenced by promissory note dated Jan. 21st, 1902 for five hundred fifty, no/100 dollars (\$550.00) payable to the order of R. K. Steer July 19th, 1902 after date, executed by Joseph C. Hobbs, Malgerine Hobbs with interest at 6 percent per annum after maturity.

That 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 loss 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 first party or any one of them, shall fail to pay said money 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 grantor or its assignee, agent or attorney in fact, shall have power to sell said property at public sale, to the highest bidder for cash, at justice door in the town of Collinsville, Ind. public notice of the time and place of said sale having been first given thirty days, by advertising in some newspaper published in said city or by ten printed or written hand bills posted in ten public places in said city, at which sale said grantor or its assignee, agent or attorney in fact, may bid and purchase as my third person might do.

And we hereby authorize the said grantor or its assignee to convey said property to any one purchasing at said sale, and the validity 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 aforementioned and right of redemption allowed by law are hereby expressly waived.

Witness our hands and seals this 31st day of January, 1902, A. D. 190—

Malgerine Hobbs (Seal)
Joseph C. Hobbs (Seal)

Acknowledgment.
United States of America, Indian Territory, Western District of Oklahoma, ss. 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, Joseph C. Hobbs and Malgerine Hobbs, a man and woman, both well known to me, and with the foregoing deed and stated that they had executed the same for the reasons and purposes therein mentioned and set forth. And I further certify that on the same day also voluntarily appeared before me the said Joseph C. Hobbs, husband of said Malgerine Hobbs to me well known, and in the absence of his said wife I declared that he had of his own free will, sound mind and without any undue influence of his said wife.

Witness my hand and seal as such Notary Public on this 31st day of January, 1902.

(Seal) Western District, Indian Territory.
my commission expires Sept 15th, 1910.

Clinton L. Goodale.

Notary Public.

Filed for Record Feb 3, 1902, at 6⁰⁰ a. m.

Oliver Lorton

Deputy Clerk & Ex-officio Recorder