

1783.

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

William Elges,
to

Mortgage

William M. Craven,

Know all Men by These Presents, that I, William Elges a Cherokee Indian duly enrolled as such of Tahlequah Cherokee Nation Indian Territory, for and in consideration of the sum of One hundred Dollars to me in hand paid, and the promises hereinafter set forth, do hereby grant, bargain, sell and convey unto William M. Craven of Muskogee Indian Territory and unto his assigns, forever, the following property: All that surplus land allotted to me by the Commission to the Five Civilized Tribes to wit SW¹/₄ of NE¹/₄ of NE¹/₄ of SE¹/₄ of NE¹/₄ of NE¹/₄ of SE¹/₄ of sections 21 of Township 28 of Range 13

and I do hereby covenant with the said W^m M. Craven, that I and my heirs, administrators and assigns will forever warrant and defend the title to the said property against all lawful claimers.

This sale is made in condition that whereas I am justly indebted to the said W^m M. Craven and R. P. Craven in the sum of one hundred dollars evidenced by my promissory note as follows, to wit: One Note for \$100 dated November 12th 1906 due one day after date, signed by me in the name of Tom Elges by my father, Samuel Elges

Now, if I shall pay said amount at the time and in the manner aforesaid, then the above conveyance shall be null and void, and in case of non payment, then the said grantee, or his assigns, shall have power to sell said property at public sale 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 Tahlequah, in the Cherokee Nation, Indian Territory, public notice of the time and place of sale having been first given ten days by advertising in some newspaper published in the said town of Tahlequah; at which sale the said grantee, or his assigns, shall bid and purchase as any third person might do. I hereby authorize the said grantee, or his assigns to convey the said property to any one purchasing at the said sale, and to convey an absolute title thereto, and the recitals of the deed of conveyance of the grantee, or his assigns, shall be taken as prima facie true; and the proceeds of the said sale shall be applied, first, to the 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 grantee.

And it is further stipulated, and agreed, that during the continuance in force of this instrument, the said W^m Elges shall at all times keep all taxes paid, as required by law,

And it is hereby further agreed that in case the said W^m Elges shall make default in the payment of taxes as aforesaid, then the said grantee or his legal representatives, may pay such taxes and the amount necessarily expended therefor, with interest at the rate of 5 percent per annum from date of such expenditure until repaid, shall be considered as paid the repayment of which is intended to be hereby secured.

In Witness Whereof, the said William Elges has hereunto set his hand and seal at Tahlequah, Indian Territory, on this, the 21st day of November 1906.

Witness

William Elges (Seal)

Sam Butler

(being single and not married) (Seal)

J. B. Bushyhead

United States of America, Indian Territory, Northern District of Oklahoma, ss. On this 21st day of November 1906 before me William F. Rosmus a Notary Public within and for the Northern District of Indian Territory, appeared before me William Elges to me personally well known as the person whose name appears on the within and foregoing deed of conveyance as the party grantor and stated that he had executed the same for the considerations and purposes therein set forth as a voluntary act and deed, and I do so hereby certify.

Northern District of the Indian Territory on this 21st day of November 1906.

(Seal) Illegible

W^m F. Rosmus

my commission expires April 12-1909
(4th term)

Notary Public,

Filed for Record Dec 12, 1906 at 5:00 P.M.
Attest
Notary Public and County Clerk, Cherokee