

COMPARED

" THE PUBLIC WILL HEREBY BE NOTIFIED"

STATE OF OKLAHOMA  
COUNTY OF MUSKOGEE.

{  
SS.

C. K. Marks, of lawful age, after being duly sworn stated upon oath, that:-  
He is the lawful owner of the following property, to wit:-

Lots 3 and 4 of Section 4 and the S.  $\frac{1}{2}$  of S.  $\frac{1}{2}$  of SE  $\frac{1}{4}$  of NW  $\frac{1}{4}$  and the S.  $\frac{1}{2}$  of the N.  $\frac{1}{2}$  of the S.  $\frac{1}{2}$  of the NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  and the SE  $\frac{1}{4}$  of SE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 5 all in Township 18 North and Range 12 East. Also the W.  $\frac{1}{2}$  of SW  $\frac{1}{4}$  of SW  $\frac{1}{4}$  and the W.  $\frac{1}{2}$  of W.  $\frac{1}{2}$  of the E.  $\frac{1}{2}$  of SW  $\frac{1}{4}$  of Section 29 <sup>to ship 19</sup> North and Range 12 East. And the N. 25.03 acres of Lot 4 in Section 5 Township 18 North and Range 12 East, in the Creek or Muskogee Nation of the Indian Territory, as described in a certain mortgage hereinafter referred to.

That on October 10th, 1905 he executed one certain mortgage upon above described lands to the Alpine Realty Company of St. Louis, Mo., for and in consideration of the sum of Three Thousand Dollars and certain interest and other amounts not specifically set out in said mortgage referred to; that in default of payment <sup>the</sup> of said sum mentioned the said lands have been advertised for sale in the Counties of Creek and Sapulpa in the State of Oklahoma in contravention of the specific terms and conditions of the said mortgage and in violation of the following vital and exact condition therein set out; to wit:

" It is further agreed that in case default be made in the payment of said indebtedness as is herein set forth, or if the party of the first part shall violate any of the agreements and provisions herein contained, then the party of the second part, his heirs or assigns, are <sup>hereby</sup> authorized and empowered to sell said property at public sale, to the highest bidder, for cash, at Muskogee, Indian Territory; public notice of the time and place of said <sup>sale</sup> ~~sale~~ having been first given ten days, by advertising the same in some newspaper published in the said town of Muskogee, Ind. Ter." etc. etc. It not being necessary to quote farther from said Mortgage.

The said above terms and conditions being vital considerations in said instrument and not having been complied with neither in letter or spirit, the said C. K. Marks, hereby states that legal notice not having been given or furnished to him under and in virtue of the specific terms and conditions said mortgage, hereby warns the public that any sale or pretended sale of this property in the Counties of Creek and Tulsa, or elsewhere, is invalid and will be so held and considered by me, the said C. K. Marks.

A copy of this notice has been filed for record with the Register of Deeds and said Counties and the same will appear as of record against title to the said described lands. Copies of this notice has been served upon the Sheriffs of said Creek and Tulsa Counties.

C. K. Marks, Affiant

Subscribed and <sup>sworn</sup> ~~sworn~~ to before me this <sup>the</sup> 4th, day of November, 1908.

J. G. Diamond, Notary Public

(SEAL) My commission expires May 24-1911.

Filed for record Nov. 5, 1908, at 1 P. M.

H. C. Walkley, Register of Deeds (SEAL)