

## MORTGAGE WITH POWER OF SALE.

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

## KNOW ALL MEN BY THESE PRESENTS:

That R. E. Grisham and Melissa Grisham  
for and in consideration of ONE DOLLAR to them in hand paid, and the premises hereinafter set forth do her by grant, bargain sell and convey unto

J. D. Walker of Broken Arrow, I. T.  
Indian Territory, and unto his successors heirs and assigns, forever, the following property situated in the town of  
Broken Arrow Creek Nation, Indian Territory, Lots number fifteen  
and sixteen in Block number three

To have and to hold the same to the said J. D. Walker  
his successors heirs or assigns, together with all and singular the appurtenances and improvements thereunto belonging; and  
we hereby covenant with the said J. D. Walker that we will forever warrant and defend the title to  
said property against all lawful claims.

And I, Melissa Grisham wife of the said R. E. Grisham  
unto the said J. D. Walker  
do hereby release all my right and dower in and to said lands. This sale is on condition that:

Whereas, the said R. E. Grisham and Melissa Grisham  
justly indebted to the said J. D. Walker in the sum of  
Seventy Six + 50/100 DOLLARS,

evidenced by promissory note of even date herewith by which promise to pay to the order of  
J. D. Walker the sum of Seventy Six + 50/100 Dollars (\$ 76.50)

for value received Six months days after date executed by R. E. Grisham and Melissa Grisham  
with interest at eight per cent interest per annum after date

First parties agree to keep the buildings on the above premises constantly insured against loss by fire and tornado in a sum not less than \$ 76.50  
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 parties, or anyone for them shall pay said moneys 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  
grantee or his assignee, agent or attorney in fact, shall have power to sell said property at public sale, to the highest bidder for cash at the front door of the court house in  
the city of Broken Arrow, Ind. Ter. Indian Territory, 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 six public places in said city as provided by Sections 3049 and 4356, Mansfield's  
Digest of Laws of Arkansas at which sale the said grantee or his assignee, agent or attorney in fact, may bid and purchase as any third person might do.

And we hereby authorize the said grantee or his assigns to convey said property to anyone purchasing at said sale; and the recitals of this 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 homestead apportionment and right of redemption allowed by law are hereby  
expressly waived

WITNESS our hand and seal this 31 day of Oct A. D., 1906

(Seal)

R. E. Grisham

(Seal)

(Seal)

Melissa Grisham

(Seal)

## Acknowledgment.

UNITED STATES OF AMERICA, }  
INDIAN TERRITORY, } ss:  
Western DISTRICT.

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 aforesaid, duly commissioned and acting as such, R. E. Grisham to me personally well

known as the grantor in and within the foregoing Deed, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth.

And I further certify that on the same day also voluntarily appeared before me, the said Melissa Grisham  
wife of said R. E. Grisham to me well known, and in the absence of her said husband, declared that she had,  
of her own free will, signed and sealed the relinquishment of dower in the foregoing deed for the consideration and purposes therein mentioned and set forth, without com-  
pulsion or undue influence of her said husband.

WITNESS my hand and seal as such Notary Public on this 31 day of Oct 1906

[SEAL] Western District, Ind. Ter.

J. S. Hurd

Notary Public.

My commission expires Jan. 13, 1907

Filed for record Nov. 2 1906, at 2:45 o'clock P. m.

Otis Lorton

Deputy Clerk and Ex. Officer Recorder