

## MORTGAGE WITH POWER OF SALE.

## KNOW ALL MEN BY THESE PRESENTS:

That Francis R. Brennan, single man,  
for and in consideration of ONE DOLLAR to him in hand paid, and the premises hereinafter set forth do her. by grant, bargain sell and convey unto  
Robert K. Rodgers of Weakaha, D. T.  
Indian Territory, and unto his heirs and assigns, forever, the following property situated in Town of Bixby, 26th Recording District,  
Indian Territory, lots numbered eight, nine, ten, eleven and twelve all in block ten (10) according to the official  
plat of said town.

To have and to hold the same to the said Robert K. Rodgers  
his heirs or assigns, together with all and singular the appurtenances and improvements thereunto belonging; and  
I hereby covenant with the said Robert K. Rodgers that I will forever warrant and defend the title to  
said property against all lawful claims.

And I, Francis R. Brennan wife of the said Francis R. Brennan  
do hereby release all my right and dower in and to said lands. This sale is on condition that:

Whereas, the said Francis R. Brennan is  
justly indebted to the said Robert K. Rodgers in the sum of  
Forty six DOLLARS,

evidenced by promissory note of even date herewith by which Francis R. Brennan promises to pay to the order of Robert K. Rodgers dated July 25, 1906,  
for Forty six Dollars (\$ 46.00)  
payable to the order of Robert K. Rodgers January first, 1907,  
for value received after date executed by Francis R. Brennan

with interest at eight per cent interest per annum from date until paid.

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 \$1000  
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, one 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 Bixby, D. T. on 30 days 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 printed or written hand bills posted in the public places in said city as provided by Sections 3099 and 3100, Montevid'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 I 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 appraisalment and right of redemption allowed by law are hereby  
expressly waived

WITNESS my hand and seal this 25th day of July A. D., 1906

(Seal)

Francis R. Brennan

(Seal)

(Seal)

(Seal)

## Acknowledgment.

UNITED STATES OF AMERICA, }  
INDIAN TERRITORY, } ss:  
Western District 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, Francis R. Brennan, a single man, 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 Francis R. Brennan 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 therein expressed for the consideration and purposes herein 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 26th day of July 1906

[SEAL] Western Dist. and In.Chas. W. Sherrill

Notary Public.

My commission expires Sept 4, 1906

Filed for record Oct 8, 1906, at 8 o'clock a. m.

Chas. W. Sherrill  
Deputy Clerk and Officer Recorder.