

P. 572
P. 177
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COMPARED

70.1689

MORTGAGE WITH POWER OF SALE.

563

KNOW ALL MEN BY THESE PRESENTS:

That Lizzie V. West, (a single woman)
for and in consideration of ONE DOLLAR to her in hand paid, and the premises hereinafter set forth ^{and} hereby grant, bargain sell and convey unto
R. B. Butte of Muskogee
Indian Territory, and unto his successors heirs and assigns, forever, the following property situated in the Cherokee Nation to-wit: The S.E. 1/4
of the N.W. 1/4 of Sec. 24, Town 20, Range 14 East, containing 40 acres according to the United States Government Survey.

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

And I, Lizzie V. West wife of the said R. B. Butte
do hereby release all my right and dower in and to said lands. This sale is on condition that:
Whereas, the said Lizzie V. West is
justly indebted to the said R. B. Butte in the sum of
Fifty (\$50.00) DOLLARS,
evidenced by promissory note dated: December 4th, 1906, promise to pay to the order of
R. B. Butte the sum of for Fifty Dollars (\$50.00)
subject to the order of R. B. Butte June 1st, 1907,
for value received days after date executed by Lizzie V. West

with interest at eight (8%) per cent ~~interest~~ per annum after maturity.
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 \$
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 public sale holding on the 11th day of
June, in Tulsa, O.T. 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 ten public places in said city, as provided by Sections 3449 and 4336, 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 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~~ right of redemption and right of redemption allowed by law are hereby
expressly waived.

WITNESS my hand and seal this 4th day of December A. D. 1906
Witness Jno A. Johnson Lizzie V. West (Seal)
Willie Chellis (Seal)

Acknowledgment.

UNITED STATES OF AMERICA,
INDIAN TERRITORY,
Western District. } 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 aforesaid, duly commissioned and acting as such, Lizzie V. West to me personally well
known as the grantor in and within the foregoing Deed, and stated that she 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
wife of the said R. B. Butte 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 4th day of December 1906
[SEAL] Western Dist, Ind. Ter. J. B. Wyand Notary Public.
My commission expires April 29, 1909

Filed for record Dec 5 1906, at 11 o'clock a. m.

Oliver Linton
Deputy Clerk and Ex-officio Recorder