

# MORTGAGE WITH POWER OF SALE.

## KNOW ALL MEN BY THESE PRESENTS:

That William J. Walker for and in consideration of ONE DOLLAR to Charles A. Busby in hand paid, and the premises hereinafter set forth do hereby grant, bargain and convey unto

Charles A. Busby of Vernon Indian Territory, and unto his heirs and assigns, forever, the following property situated in the Cherokee Nation, Indian Territory and described as follows: the NW 1/4 of the SE 1/4 of the NE 1/4 of Section 36, Town 23, Range 12, E, containing 1.0 acre more or less.

To have and to hold the same to the said Charles A. Busby heirs or assigns, together with all and singular the appurtenances and improvements thereunto belonging; and he hereby covenant with the said Charles A. Busby that he will forever warrant and defend the title to said property against all lawful claims.

And I, Lillie May Walker wife of the said William J. Walker do hereby release all my right and dower in and to said lands. This sale is on condition that:

Whereas, the said William J. Walker justly indebted to the said Charles A. Busby in the sum of Two hundred and Fifty DOLLARS,

evidenced by promissory note of even date herewith by which promise to pay to the order of dated November 9th, 1906 payable to the order of Charles A. Busby one year the sum of two hundred and fifty Dollars (\$250.00) for value received days after date, executed by William J. Walker, Lillie M. Walker and Walt Walker with interest at 6 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 \$ 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 of 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 Vernon, I. 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 two printed or written hand bills posted in the public places in said city, as provided by Sections 3049 and 3356, 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 his 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 appraisement and right of redemption allowed by law are hereby expressly waived.

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

S. A. Bryan Witness Seal William J. Walker (Seal)

H. B. Hudbrook Witness Seal Lillie M. Walker (Seal)

## Acknowledgment.

UNITED STATES OF AMERICA, }  
INDIAN TERRITORY, }  
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, William J. Walker 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 Lillie M. Walker wife of said William J. Walker 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 mentioned for the consideration and purpose therein mentioned and set forth, without compulsion or undue influence of her said husband.

WITNESS my hand and seal as such Notary Public on this 9th day of November, 1906.

[SEAL] Western Dist. Cherokee Nation, Ind. Ter. Eli Carr Notary Public.

My commission expires Sept 20th, 1910.

Filed for record Nov 10, 1906, at 8 o'clock A. M.

W. L. Linton  
Deputy Clerk & ex-officio Recorder.