

P.D. 11  
P.V. 11  
C.D.  
C.I.

COMPARED

No. 1528

569

# MORTGAGE WITH POWER OF SALE.

## KNOW ALL MEN BY THESE PRESENTS:

That William E. Misemer and Alice M. Misemer  
for and in consideration of ONE DOLLAR to them in hand paid, and the premises hereinafter set forth do hereby grant, bargain, sell and convey unto  
Chas. Whitnack of Broken Arrow, D. I.  
Indian Territory, and unto his successors heirs and assigns, forever, the following property situated in the Indian Territory Lot Number Six (6)  
Block Twenty (20) in the addition to the town of Broken Arrow, Indian Territory

To have and to hold the same to the said Chas. Whitnack  
his successors heirs or assigns, together with all and singular the appurtenances and improvements thereunto belonging; and  
they hereby covenant with the said Chas. Whitnack that we will forever warrant and defend the title to  
said property against all lawful claims, except mortgage of \$250 in favor of J. W. Walker due May 9, 1907.

And I, Alice M. Misemer wife of the said William E. Misemer  
do hereby release all my right and dower in and to said lands. This sale is on condition that:

Whereas, the said William E. Misemer and Alice M. Misemer are  
justly indebted to the said Chas. Whitnack in the sum of  
Four Hundred and no/100 DOLLARS,

evidenced by promissory note of same date herewith by which promise to pay to the order of dated Broken Arrow, Ind. D. I. Nov. 19,  
1906 the sum of four hundred and no/100 Dollars (\$ 400 )  
payable to the order of Chas. Whitnack due May 19, 1907  
for value received days after date executed by William E. Misemer and Alice M. Misemer

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 \$1000  
and loss, if any, payable to second party, as interest may appear at the time, and polices 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, D. I. 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 any printed or written hand bills posted in the public places in said city, as provided by Sections 3449 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 appraisal and right of redemption allowed by law are hereby  
expressly waived.

WITNESS our hand and seal this 19 day of Nov A. D. 1906

Seal)

William E. Misemer

(Seal)

(Seal)

Alice M. Misemer

(Seal)

## Acknowledgment.

UNITED STATES OF AMERICA, }  
INDIAN TERRITORY, }  
Western Judicial 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, William E. Misemer 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 Alice M. Misemer  
wife of said William E. Misemer 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, as required by law 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 19 day of Nov 1906

(SEAL) Western Dist. Ind. Ter.

A. M. Laws

Notary Public.

My commission expires March 13, 1908

Filed for record Nov. 20 1906 at 2 o'clock P m.

Chas. Lorton

Deputy Clerk ex-officio Broken