

## MORTGAGE WITH POWER OF SALE.

1922

P. O.  
R. I.  
C. L.  
C. D.  
C. I.

## KNOW ALL MEN BY THESE PRESENTS:

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

Ethel W. Jones of  
Indian Territory, and unto her successors, heirs and assigns, forever, the following property situated in the town of Broken Arrow, Creek Nation  
Indian Territory, Lots number Nineteen, Twenty, Twenty one, Twenty Two, Twenty three and Twenty four in Block number  
Forty eight.

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

And I, Myrtle E. Rhyme wife of the said John H. Rhyme  
with this Ethel W. Jones do hereby release all my right and dower in and to said lands. This sale is on condition that:

Whereas, the said Ethel W. Jones  
justly indebted to the said Ethel W. Jones in the sum of  
Two thousand & DOLLARS,

evidenced by dated Broken Arrow, Ind. Ter. Nov. 26, 1906.  
promissory note of even date herewith by which promise to pay to the order of  
the sum of two thousand & Dollars (\$2000.00)

payable to the order of Ethel W. Jones, November 26, 1907  
for value received days after date, executed by John H. Rhyme and Myrtle E. Rhyme

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 \$            
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 bids 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 the printed or written hand bills posted in the 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 appraisalment and right of redemption allowed by law are hereby  
expressly waived

WITNESS our hand and seal this 26th day of November A. D., 1906  
John H. Rhyme (Seal)  
Myrtle E. Rhyme (Seal)

## Acknowledgment.

UNITED STATES OF AMERICA, }  
INDIAN TERRITORY, }  
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, John H. Rhyme 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 Myrtle E. Rhyme  
wife of said John H. Rhyme 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 with this 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 26 day of Nov 1906  
[SEAL] Western Dist. Ind. Ter. A. M. Laws Notary Public.

My commission expires March 12, 1908

Filed for record Nov 27, 1906, at 2 o'clock P. M.

Chas. Linton  
Deputy Clerk & Office Recorder.