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P. 1224  
C. L.  
C. D.  
C. I.

COMPARED

No. 1638

371

# MORTGAGE WITH POWER OF SALE.

## KNOW ALL MEN BY THESE PRESENTS:

That we I. G. Potter and Sarah C. Potter  
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  
the Broken Arrow Loan & Investment Company of Broken Arrow,  
Indian Territory, and unto its heirs and assigns, forever, the following property situated in the  
Lot six (6) in Block thirty-four (34) in the town of Broken Arrow, Indian Territory according to the official plat  
thereof

To have and to hold the same to the said Broken Arrow Loan & Investment Company  
its heirs or assigns, together with all and singular the appurtenances and improvements thereunto belonging; and  
We hereby covenant with the said Broken Arrow Loan & Invest Co that we will forever warrant and defend the title to  
said property against all lawful claims.

And I, Sarah C. Potter wife of the said I. G. Potter  
do hereby release all my right and dower in and to said lands. This sale is on condition that:

Whereas, the said I. G. Potter and Sarah C. Potter are  
justly indebted to the said Broken Arrow Loan & Investment Co in the sum of  
One Hundred and thirty DOLLARS,  
evidenced by one promissory note of even date herewith by which we promise to pay to the order of the Broken Arrow Loan & Investment Co.  
the sum of One Hundred and thirty Dollars (\$ 130.00)  
for value received 333 days after date executed by I. G. Potter and Sarah C. Potter  
with 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 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 front door of the First State Bank  
in the city of Broken Arrow, 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 six printed or written hand bills posted in six 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 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 appraisalment and right of redemption allowed by law are hereby  
expressly waived

WITNESS our hands and seal this 27th day of November A. D., 1906  
\_\_\_\_\_  
(Seal) I. G. Potter (Seal)  
\_\_\_\_\_  
(Seal) Sarah C. Potter (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, I. G. Potter 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 Sarah C. Potter  
wife of said I. G. Potter 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 twenty seventh day of November 1906  
[SEAL] Western District, Ind. Ter. J. B. Righter Notary Public.  
My commission expires March 15 1906

Filed for record Nov. 26, 1906 at 2 o'clock P. m.

Chas. Lorton  
deputy clerk & ex-officio Recorder.