

MORTGAGE WITH POWER OF SALE.

P. D.
F. I.
C. C.

KNOW ALL MEN BY THESE PRESENTS:

That "We, J. H. Hayes and Monnie M. Hayes, his wife of Broken Arrow, Indian Territory,
for and in consideration of Eighty (\$80) DOLLARS to them in hand paid, and the premises hereinafter set forth do hereby grant, bargain, sell and convey unto

G. L. Elmore
Indian Territory, and unto his heirs and assigns, forever, the following property, situated in namely: Lots 21 and 22 in block 3
in the town of Broken Arrow, S. I.

To have and to hold the same to the said

heirs or assigns, together with all and singular the appurtenances and improvements thereto belonging; and

We hereby covenant with the said G. L. Elmore that we will forever warrant and defend the title to said property against all lawful claims.

And I, Monnie M. Hayes wife of the said J. H. Hayes
do hereby release all my right and dower in and to said lands. This sale is on condition that:

Whereas, the said J. H. Hayes and Monnie M. Hayes, his wife are
justly indebted to the said G. L. Elmore in the sum of
Eighty DOLLARS,

evidenced by a promissory note of even date herewith by which promise to pay to the order of for \$80.00 payable
to G. L. Elmore the sum of Dollars (\$80.00)

for value received: six months days after date executed by and signed by J. H. Hayes and Monnie M. Hayes and
with interest thereon at the rate of 5% per annum from 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 policies delivered to said second party, and to keep all taxes paid.

Now, if said J. H. Hayes and Monnie M. Hayes shall pay said money 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 least of the said town or
the city of this Indian Territory, public notice of the time and place of said sale having been first given seven days, by advertising in
some newspaper published in said city or by six printed conspicuous hand bills posted in public places in the city of Broken Arrow, Indian Territory, and the recitals of this deed of
Deed 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.

We hereby authorize the said grantee or his assignee 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.

In WITNESS WHEREOF, We have set our hands and seals on this 5th day of December, 1906
and sealed this day of December

(Seal)

J. H. Hayes

(Seal)

(Seal)

Monnie M. Hayes

(Seal)

Acknowledgment.

UNITED STATES OF AMERICA, }
INDIAN TERRITORY, }
Western Judicial District. }

BE IT REMEMBERED: That on this day came before me, the undersigned, a Notary Public, within and for the Western Judicial District of the Indian
Territory aforesaid, duly commissioned and acting as such, J. H. Hayes to me personally well

known as the grantor in and within the foregoing Deed, and stated that they had executed the same for the consideration and purposes therein mentioned and set forth, and

And I further certify that on the same day also voluntarily appeared before me, the said Monnie M. Hayes
wife of said J. H. Hayes 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 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 5th day of December, 1906

[SEAL] Western Dist. S. I.

Arthur Farmer

Notary Public.

My commission expires Jan. 19, 1907

Filed for record Dec 6, 1906, at 12 o'clock, P M.

Otto Linton

Deputy Clerk & Ex-officio Recorder.