

P. D. 227
P. R. 122
C. D.
C. I.

COMPARED

NO. 1943

577

MORTGAGE WITH POWER OF SALE.

KNOW ALL MEN BY THESE PRESENTS:

That Charles H. Gordon
for and in consideration of ONE DOLLAR to me in hand paid, and the premises hereinafter set forth do hereby grant, bargain ^{and} sell and convey unto
W. W. Walton of Broken Arrow
Indian Territory, and unto his successors heirs and assigns, forever, the following property situated in the
Lots Nos. Eight Nine Ten Eleven and Twelve in Block No. Seventy Two in the incorporated town
of Broken Arrow, D. I.

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

And I, Mary H. Gordon wife of the said Charles H. Gordon
do hereby release ^{unto the said W. W. Walton} all my right and dower in and to said lands. This sale is on condition that:

Whereas, the said Charles H. Gordon
justly indebted to the said W. W. Walton in the sum of
One Thousand Twenty One and 25/100 DOLLARS,
evidenced by promissory note of even date herewith by which promise to pay to the order of dated: Dec. 22, 1906
the sum of one thousand twenty one and 25/100 Dollars (\$1,021 ²⁵/₁₀₀)

payable to the order of W. W. Walton on or before 1st day of Jan. 1907 after date executed by Charles H. Gordon and Mary H. Gordon
with interest at eight per cent interest per annum after maturity.

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 \$1,000.00
and loss, if any, payable to second party, as interest may appear at the time, and ^{to be} 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 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 I 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 my hand and seal this 22 day of December A. D. 1906

(Seal)

Charles H. Gordon

(Seal)

(Seal)

Mary H. Gordon

(Seal)

Acknowledgment.

UNITED STATES OF AMERICA,
INDIAN TERRITORY,
Western District 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, Charles H. Gordon 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 Mary H. Gordon
wife of said Charles H. Gordon 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 ^{in the foregoing deed} 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 22 day of Dec 1906

(SEAL) Western District, Ind. Ter.

H. S. Hurd

Notary Public.

My commission expires Jan. 18, 1907

Filed for record Dec 22 1906, at 8 o'clock a m.

NOTARY ALMOGO

Spelled and acknowledged before me and acknowledged before me

Charles H. Gordon
Mary H. Gordon

Alto Lorton
Deputy Clerk & ex-officio Recorder.

and I have caused this deed to be recorded in the office of the Deputy Clerk & ex-officio Recorder.