

COMPARED
No. 2005
MORTGAGE WITH POWER OF SALE.

579

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KNOW ALL MEN BY THESE PRESENTS:

That William Talbot and Sarah W. Talbot
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
J. W. Walker of Broken Arrow
Indian Territory, and unto his heirs and assigns, forever, the following property situated in Town of Broken Arrow, Creek Nation,
Ind. Terr., and described as Lots 1, 2, 3, 4, 5, 6, 7 and 8 in Block 26.

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

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

Whereas, the said William Talbot and Sarah W. Talbot
justly indebted to the said J. W. Walker in the sum of
Four Hundred and eight DOLLARS,
evidenced by one promissory note of even date herewith by which we promise to pay to the order of J. W. Walker
the sum of Four Hundred and eight Dollars (\$408)
for value received six months after date executed by William Talbot and Sarah W. Talbot
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 \$500
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 court house 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 appraisement and right of redemption allowed by law are hereby
expressly waived.

WITNESS our hand and seal this 31st day of December A. D., 1906
Seal) William Talbot (Seal)
Seal) Sarah W. Talbot (Seal)

Acknowledgment.

UNITED STATES OF AMERICA,
INDIAN TERRITORY,
Western 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, William Talbot and Sarah W. Talbot to me personally well
known as the grantors and within the foregoing Deed, and stated that they 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 W. Talbot
wife of said William Talbot 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 31st day of December 1906
[SEAL] Western District, Ind. Terr. J. B. Righter Notary Public.
My commission expires March 1st, 1908

Filed for record Jan. 22, 1907, at 8 o'clock A M.

Wm. Lorton
Deputy Clerk & Ex-officio Recorder.