

MORTGAGE WITH POWER OF SALE.

583

KNOW ALL MEN BY THESE PRESENTS:

That Louis Pegler and Elizabeth Pegler, his wife
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
A. L. McLemore of Stone Bluff
Indian Territory, and unto his successors, heirs and assigns, so ever, the following property situated in the Creek Nation, Indian Territory, to wit:
The North Half of the Northeast Quarter of Section Twenty-three (23) Township Seventeen (17) North, Range Fourteen
(14) East of the Indian Meridian.

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

And I, Elizabeth Pegler wife of the said Louis Pegler
with the said A. L. McLemore
do hereby release all my right and dower in and to said lands. This sale is on condition that:

Whereas, the said Louis Pegler and Elizabeth Pegler are
justly indebted to the said A. L. McLemore in the sum of
Twenty-two Hundred DOLLARS,

evidenced by promissory note of even date herewith by which promise to pay to the order of dated Sept 4-1906
the sum of Twenty-two Hundred Dollars (\$2200.00)
payable to the order of A. L. McLemore
on or before Jan 1-1912 days after date, executed by Louis Pegler and Elizabeth Pegler

with interest at eight per cent interest per annum from Jan 1-1907.

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 bidder for cash at the front door of the court house in
the city of Haskell, I. T. 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 3356, 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 apportionment and right of redemption allowed by law are hereby
expressly waived

WITNESS our hand and seal this 4th day of Sept A. D., 1906

(Seal)

Louis Pegler

(Seal)

(Seal)

Elizabeth Pegler

(Seal)

Acknowledgment.

UNITED STATES OF AMERICA, }
INDIAN TERRITORY, } ss:
Western Judicial 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, Louis Pegler 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 Elizabeth Pegler
wife of said Louis Pegler 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 4th day of Sept 1906

[SEAL] Western Judicial Dist. Ind. Ter.

A. J. Edlman

Notary Public.

My commission expires Jan 25, 1910

Filed for record Jan 11, 1907, at 2 o'clock P. m.

the Notary
Deputy Clerk ex-officio Recorder.