

## MORTGAGE WITH POWER OF SALE.

## KNOW ALL MEN BY THESE PRESENTS:

That we W. B. Deering and  
for and in consideration of ONE DOLLAR to us in hand paid, and the premises hereinafter set forth do hereby grant, bargain <sup>and</sup> sell and convey unto  
The First National Bank of Broken Arrow  
Indian Territory, and unto its successors, heirs and assigns, forever, the following property situated in the  
Lots one and two in Block number sixteen in town addition to the town of Broken Arrow, Ind. Ter.

To have and to hold the same to the said First National Bank of Broken Arrow  
its successors, heirs or assigns, together with all and singular the appurtenances and improvements thereunto belonging; and  
we hereby covenant with the said First National Bank of Broken Arrow that we will forever warrant and defend the title to  
said property against all lawful claims.

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

Whereas, the said W. B. Deering and  
justly indebted to the said First National Bank of Broken Arrow in the sum of  
Nine Hundred Thirty-43/100 DOLLARS,

evidenced by promissory note of even date herewith by which we promise to pay to the order of Broken Arrow, Ind.  
Jan. 21, 1902 the sum of Nine Hundred Thirty-43/100 Dollars (\$930.43)  
payable to the order of First National Bank of Broken Arrow  
the value received April 1st, 1902 days after date, executed by W. B. Deering and

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.  
and loss, if any, payable to second party, as interest may appear at that time, and <sup>policy</sup> 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 <sup>building used as a</sup>  
court house in Broken Arrow, Ind. Ter., 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 <sup>the</sup> printed or written hand bills posted in <sup>the</sup> public places in said city as provided by Sections 3493 and 3496, 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 <sup>foreclosed</sup> appraisal and right of redemption allowed by law are hereby  
expressly waived.

WITNESS our hand and seal this 21 day of January, A. D., 1902.

(Seal)

W. B. Deering

(Seal)

(Seal)

Mary Deering

(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, W. B. Deering 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  
wife of said W. B. Deering 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 <sup>in the foregoing deed</sup> 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 21 day of January, 1902.

[SEAL] Western District, Ind. Ter.W. J. Rumbough

Notary Public.

My commission expires June 13, 1903.Filed for record Jan. 22, 1902, at 12 o'clock P. m.

Chas. Lorton  
Deputy Clerk & Ex-officio Recorder,