

P. D.
P. I.
C. L.
C. I.

MORTGAGE WITH POWER OF SALE.

587

KNOW ALL MEN BY THESE PRESENTS:

That us, Amos Williams and Martha Williams his wife of Broken Arrow, Indian Territory
for and in consideration of ONE hundred twelve DOLLARS to them in hand paid, and the premises hereinafter set forth do hereby grant, bargain sell and convey unto

J. N. Shippey
Indian Territory, and unto his heirs and assigns, forever, the following property situated in namely: all of Block 8 in the town
of Broken Arrow, I. T.

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

And I, Martha Williams wife of the said Amos Williams
do hereby release all my right and dower in and to said lands. This sale is on condition that

Whereas, the said Amos Williams and Martha Williams are
justly indebted to the said J. N. Shippey in the sum of
One hundred twelve DOLLARS,

evidenced by a promissory note of even date herewith by which promise to pay to the order of

the order of J. N. Shippey one year days after date executed by interest thereon at the rate of
for value received

with 8% per cent interest per annum after from maturity

But 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, 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 the 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 front door of the court house in
the city of the Indian Territory, public notice of the time and place of said sale having been first given ten 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 3035 and 3336, 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 assignee, 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 exemption and right of redemption allowed by law are hereby
expressly waived.

In WITNESS whereof We have set our hands and seals on this 1st day of December, 1906.

Amos Williams (Seal)
Martha Williams (Seal)

Acknowledgment.

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

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, Amos Williams 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 Martha Williams
wife of said Amos Williams 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 herein 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 1st day of December, 1906

[SEAL] Western Dist. I. T. Arthur Farmer Notary Public.

My commission expires Jan. 19, 1907

Filed for record Dec. 4, 1906, at 12 o'clock P. m.

Oliver Linton
Deputy Clerk ex-officio Recorder.

For value received, I acknowledge satisfaction and payment in full of this
within mortgage, and release
Signed and acknowledged before me
this 1st day of Dec. 1906
H. H. Walker
Register of Deeds.