

MORTGAGE WITH POWER OF SALE.

P. D.	✓
P. I.	✓
P. L.	
C. L.	
C. O.	
C. I.	

KNOW ALL MEN BY THESE PRESENTS:

That W. A. Hall and Annie E. Hall of Broken Arrow Indian Territory,
for and in consideration of ONE ^{Thousand} DOLLAR to them in hand paid, and the premises hereinafter set forth does hereby grant, bargain ^{and} sell ~~and convey~~ unto
First State Bank of Broken Arrow, I.T.
Indian Territory, and unto its ^{executors} heirs and assigns, forever, the following property situated in namely, Lots Thirteen and Fourteen (14)
in Block twenty three (23) in the town of Broken Arrow, I.T.

~~To have and to hold the same to the said~~

~~here or assigns, together with all and singular the appurtenances and improvements thereunto belonging; and~~

We/ hereby covenant with the said First State Bank that We will forever warrant and defend the title to

said property against all lawful claims.

And I, Annie E. Hall wife of the said W. A. Hall
~~do hereby release all my right and dower in and to said lands. This sale is on condition that~~
into the said Just State Bank

Whereas, ~~the said~~ W. A. Hall and Annie E. Hall are
justly indebted to the said First State Bank in the sum of
One Thousand DOLLARS,

evidenced by one promissory note of even date herewith by which promise to pay to the order of dated Sept 7-1906

Payable Mch/2-07 without but if Paid whenever ^{the sum of} for one thousand
for value received done after date executed by

with _____ per cent interest per annum after

~~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 policies delivered to said second party, and to keep all taxes paid~~

Now, if ^{this is J. A. Hall & Co. Hall} ~~the said first parties~~ or anyone for them shall pay ^{the} said 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 ^{offer in Broken Arrow} at the ~~front door of the said house in the city of~~ ^{in the Creek Nation of the} Indian Territory, public notice of the time and place of said sale having been first given ^{strictly} by advertising in some newspaper published in said ~~city~~ ^{territory} or by ~~any printed or written~~ ^{any printed or written} public bills posted in ~~any public places in said city~~ ^{any public places in said territory} ~~and in the city of Muskogee, Muskogee County, State of Arkansas~~ ^{and in the city of Muskogee, Muskogee County, State of Arkansas} at which sale the said grantee or his assignee, ~~agent or attorney in fact~~, may bid and purchase as any third ~~party~~ ^{party} might do.

And hereby authorize the said grantee or his assigns ^{to} convey said property to anyone purchasing at said sale, ^{and to convey an absolute title thereto} and the recitals of his deed of conveyance shall be taken as prima facie true. And the proceeds ^{of the} said sale shall be applied, ^{first} ~~first~~ ^{to} pay 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.~~

sw WITNESS *W. H. H. H.* We have set our hand and seal on this 21 day of December, 1906
hand and seal this day of *Dec.* A. D. 1906

Scary

W a Hall

(Seal;

~~(Sect)~~

Mrs. A. E. Hull

... (Seal)

Acknowledgment.

UNITED STATES OF AMERICA,
INDIAN TERRITORY,
Western Judicial DISTRICT. } 68:

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, W. A. Hall 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 W. A. Hall
wife of said W. A. Hall ^{personally} 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 ^{as her husband's property} 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 21th day of Dec 1906

[SEAL] Western District, Broken Arrow, O. T.

W. P. Frick

Notary Public.

My commission expires April 9, 1908.

Filed for record Jan 2, 1902, at 8¹² o'clock a.m.

Chas Lorton,
Deputy Clerk & ex-officio Recorder,