

MORTGAGE WITH POWER OF SALE.

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KNOW ALL MEN BY THESE PRESENTS:

That Lizzie Gilcrease
for and in consideration of ONE DOLLAR to her in hand paid, and the premises hereinafter set forth do hereby grant, bargain sell and convey unto Wm L Gilcrease of Washita Indian Territory, and unto his successors heirs and assigns, forever, the following property situated in the town of Washita Indian Territory to wit: Lots numbers One and Two in Block twenty-two, to the four, five and six of Block Nine, also lots twelve in Block twenty-five according to the plat thereof filed in the office of the U.S. Surveyor at Tulsa, Ind. Ok.

To have and to hold the same to the said Wm L Gilcrease, Guardian of Thomas Gilcrease his minors heirs or assigns, together with all and singular the appurtenances and improvements thereunto belonging; and I hereby covenant with the said Wm L Gilcrease, Guardian of Thomas Gilcrease that I will forever warrant and defend the title to said property against all lawful claims.

And I, wife of the said

do hereby release all my right and dower in and to said lands. This sale is on condition that:

Whereas, the said Lizzie Gilcrease is justly indebted to the said Mortgage in the sum of Four thousand DOLLARS,

evidenced by promissory note of even date herewith by which promise to pay to the order dated January 15, 1902, Dollars (\$4,000) for value received four years days after date executed by Lizzie Gilcrease with interest at seven 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 \$4,000 and loss, if any, payable to second party, as interest may appear at the time, and police 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 Washita, 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 the printed or written hand bills posted in the public places in said city, as provided by Sections 3049 and 4356, Manassett'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 I 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 appraisalment and right of redemption allowed by law are hereby expressly waived

WITNESS my hand and seal this 15 day of January A. D. 1902

(Seal)

Lizzie Gilcrease

(Seal)

(Seal)

Wm L Gilcrease

(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 District of the Indian Territory aforesaid, duly commissioned and acting as such, Lizzie Gilcrease to me personally well

known as the grantor in and within the foregoing Deed, and stated that she 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 to me well known, and in the absence of the 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 compulsion or undue influence of her said husband.

WITNESS my hand and seal as such Notary Public on this 16 day of January 1902

(SEAL) Western Dist. Ind. Ter.

A Jure Gilcrease

Notary Public.

My commission expires Jan 22 1910

Filed for record. Jan 23 1902, at 6 o'clock 2 m.

Wm Lorton

Deputy District Office Recorder.