

F.D. 323  
C.L.  
C.D.  
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COMPARED  
No. 2417  
**MORTGAGE WITH POWER OF SALE.**

593

**KNOW ALL MEN BY THESE PRESENTS:**

That I H. L. Johnson  
for and in consideration of ONE DOLLAR to him in hand paid, and the premises hereinafter set forth do hereby grant, bargain sell and convey unto  
W. A. Hudson of Broken Arrow  
Indian Territory, and unto his heirs and assigns, to ever, the following property situated in the  
Lot of Broken Arrow to wit Lots nos 3 & 4 in Block Eight (8) of the Homestead Addition.

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

And I Hattie Johnson wife of the said H. L. Johnson  
do hereby release all my right and dower in and to said lands. This sale is on condition that:

Whereas, the said H. L. Johnson and Hattie Johnson are  
justly indebted to the said W. A. Hudson of Broken Arrow in the sum of  
Five Hundred no/100 DOLLARS,

evidenced by promissory note of even date herewith by which promise to pay to the order dated Jan 25, 1907  
payable to the order of W. A. Hudson of Broken Arrow the sum of five hundred no/100 Dollars (\$500<sup>00</sup>)

one year after date executed by H. L. Johnson and Hattie Johnson  
with interest at eight 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 \$ Eight Hundred  
and loss, if any, payable to second party, as interest may appear at the time, and proceeds 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 Broken Arrow, 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 printed or written hand bills posted in the public places in said city as provided by Sections 3449 and 3456, Monsfield'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 he 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 appraisement and right of redemption allowed by law are hereby  
expressly waived

WITNESS our hand and seal this 25 day of January, A. D., 1907  
(Seal) H. L. Johnson (Seal)  
(Seal) Hattie Johnson (Seal)

**Acknowledgment.**

UNITED STATES OF AMERICA,  
INDIAN TERRITORY,  
Western 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, H. L. Johnson 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 Hattie Johnson  
wife of said H. L. Johnson 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 in the foregoing deed 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 27 day of Jan, 1907  
[SEAL] Broken Arrow, T. W. P. Fraker Notary Public.

My commission expires Apr 9, 1908

Filed for record Jan 28, 1907, at 8 o'clock a m.

Otis Lorton  
Deputy Clerk & Ex-officio Recorder.