

# MORTGAGE WITH POWER OF SALE.

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

## KNOW ALL MEN BY THESE PRESENTS:

That we Richard C. Rhyme and Eva Rhyme  
for and in consideration of ONE DOLLAR to us in hand paid, and the premises hereinafter set forth do hereby by grant, bargain, sell and convey unto

The G. W. Jones Exchange Bank or Marcellus Miel  
its heirs and assigns, forever, the following property situated in the town of Broken Arrow Indian Territory  
to wit: Lots number thirteen, fourteen and fifteen in Block number twenty eight

To have and to hold the same to the said The G. W. Jones Exchange Bank  
its heirs or assigns, together with all and singular the appurtenances and improvements thereunto belonging; and  
we hereby covenant with the said G. W. Jones Exchange Bank that we will forever warrant and defend the title to said property against all lawful claims.

And I Eva Rhyme wife of the said Richard C. Rhyme  
do hereby release all my right and dower in and to said lands. This sale is on condition that:

Whereas, the said Richard C. Rhyme and Eva Rhyme  
justly indebted to the said G. W. Jones Exchange Bank in the sum of  
One thousand & DOLLARS,  
evidenced by a promissory note of even date herewith by which we promise to pay to the order of The G. W. Jones Exchange Bank  
the sum of One thousand & Dollars (\$1,000.00)  
for value received One year days after date executed by Richard C. Rhyme and Eva Rhyme  
with seven per cent interest per annum after date

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 \$1,000.00 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 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  Tulsa , 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 a printed or written hand bills posted in six public places in said city as provided by Sections 3049 and 4356, 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 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 appraisal and right of redemption allowed by law are hereby expressly waived

WITNESS our hand and seal this 26th day of January A. D., 1907

(Seal)

Richard C. Rhyme (Seal)

(Seal)

Eva Rhyme (Seal)

## Acknowledgment.

UNITED STATES OF AMERICA,  
INDIAN TERRITORY,  
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, Richard C. Rhyme 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 Eva Rhyme wife of said Richard C. Rhyme 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 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 26th day of January 1907

(SEAL) Western District, Ind. Ter.

H. S. Hund

Notary Public.

My commission expires Jan 31, 1911

Filed for record Jan 26 1907, at 1 o'clock P M.

Oliver Linton  
Deputy Clerk & Ex-officio Recorder.