

P.D. 229  
P. 1. 229  
C. L.  
C. D.  
C. I.

COMPARED

No. 2661

595

# MORTGAGE WITH POWER OF SALE.

## KNOW ALL MEN BY THESE PRESENTS:

That James C. Webber, (single & unmarried)  
for and in consideration of ONE DOLLAR to me in hand paid, and the premises hereinafter set forth do hereby grant, bargain, sell and convey unto  
Alamo Savings Bank of Muskogee Creek Nation  
Indian Territory, and unto its successors and assigns, forever, the following property situated in Bellevue Nation, Ind. Ter.  
S 1/2 N 1/4 N 1/4 and S 1/4 N 1/4 and S 1/4 S 1/4 S 1/4 and N 1/4 S 1/4 S 1/4 S 1/4 Section 22, Town 21 N, Range 13 E,  
containing 6 acres E 1/2 of S 1/4 and S 1/4 of S 1/4 Section 9, Town 15 N, Range 13 E, containing 120 acres situated  
in the Creek Nation, Indian Ter.

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

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

Whereas, the said James C. Webber  
justly indebted to the said Alamo Savings Bank in the sum of  
Five Hundred DOLLARS,

evidenced by promissory note of even date herewith by which promise to pay to the order of dated Muskogee, Ind. Ter.  
February 9th, 1902 the sum of five hundred Dollars (\$500) or to the order of Alamo Savings Bank  
payable to the order of Alamo Savings Bank four months (4) days after date, executed by James C. Webber

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 \$            
and loss, if any, payable to second party, as interest may appear at the time, and polices 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 Muskogee, Ind. Ter. 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 two printed or written hand bills posted in two 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 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 appraisement and right of redemption allowed by law are hereby  
expressly waived

WITNESS my hand and seal this 9th day of February A. D., 1902  
James C. Webber (Seal)  
(Seal) (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, James C. Webber 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 wife of said James C. Webber 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 foregoing instrument of dower therein expressed for the consideration and purposes herein 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 9th day of February 1902  
[SEAL] Western District of Indian Territory B. H. Huffman Notary Public.  
My commission expires July 9th, 1902

Filed for record Feb. 12, 1902, at 8:30 o'clock a. m.

Chris Lator  
Deputy Clerk & ex-officio Recorder