

P.D. 122  
G.D.  
C.I.

COMPARED

No. 2673

597

# MORTGAGE WITH POWER OF SALE.

## KNOW ALL MEN BY THESE PRESENTS:

That Nathaniel Skidmore of Broken Arrow, I.T.  
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 The First National Bank of Broken Arrow  
Indian Territory, and unto its successors, heirs and assigns, forever, the following property situated in the  
lots number fourteen, fifteen, sixteen and seventeen in Block number seventy in Broken Arrow Sub. I.

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

And I, Amanda Skidmore wife of the said Nathaniel Skidmore  
do hereby release all my right and dower in and to said lands. This sale is on condition that:

Whereas, the said Nathaniel Skidmore is  
justly indebted to the said The First National Bank of Broken Arrow in the sum of  
One thousand two DOLLARS,

evidenced by promissory note dated September 23, 1905 for fifty dollars payable to the order of The First National Bank of Broken Arrow, I.T. for value received  
the sum of five hundred sixty Dollars (\$560.00)  
10.00 six months  
with interest at eight 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 \$1000  
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 First National  
Bank of Broken Arrow, I.T. 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 3449 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 apportionment and right of redemption allowed by law are hereby  
expressly waived

WITNESS our hand and seal this 23rd day of Sept A. D., 1905  
Nathaniel Skidmore (Seal)  
Amanda Skidmore (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 Nathaniel Skidmore 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 Amanda Skidmore  
wife of said Nathaniel Skidmore to my 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 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 23rd day of Sept 1905  
(SEAL) Western Dist. Ind. Ter. J. J. Holt Notary Public.  
My commission expires May 9, 1907

Filed for record Feb 12, 1907, at 12 o'clock P.m.

Oliver Linton  
Deputy Clerk & ex officio Recorder.