

MORTGAGE WITH POWER OF SALE.

KNOW ALL MEN BY THESE PRESENTS:

That Wesley A. Whitmer and Julia Whitmer of Broken Arrow, Indian Territory
for and in consideration of the sum of fifty-two dollars in hand paid, and the premises hereinafter set forth do her by grant, bargain, sell and convey unto

J. W. Walker
Indian Territory, and unto his heirs and assigns, forever, the following property situated in namely:
Lots 11, 12, 13 in Block 17 in Broken Arrow Indian Territory

To have and to hold the same to the said

Wesley A. Whitmer and Julia Whitmer together with all and singular the appurtenances and improvements thereto belonging; and

Wesley A. Whitmer and Julia Whitmer hereby covenant with the said J. W. Walker that we will forever warrant and defend the title to

said property against all lawful claims.

And I, Julia Whitmer wife of the said Wesley A. Whitmer
do hereby release all my right and dower in and to said lands. This sale is on condition that:

Whereas, the said Wesley A. Whitmer and Julia Whitmer are
justly indebted to the said J. W. Walker in the sum of
fifty-two DOLLARS,

evidenced by one promissory note of even date herewith by which promise to pay to the order of dated Broken Arrow, Ind. Ter.
Feb. 26th 1907, for fifty-two dollars the sum of payable Dollars (\$52.00)
for value received one year days after date executed by

with one 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 \$1000
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 money 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, one 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 in the Creek Nation of the 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 one printed or written hand bills posted in public places in said city as provided by Sections 3049 and 4356, Montfield'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 party might do.

And we hereby authorize the said grantee or his assignee 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 or the husband or agent and right of redemption allowed by law are hereby
expressly waived

In WITNESS Whereof we have set our hands and seals at this day of February, 1907.
Wesley A. Whitmer Julia Whitmer

(Seal)

Wesley A. Whitmer

(Seal)

(Seal)

Julia Whitmer

(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 Judicial District of the Indian
Territory aforesaid, duly commissioned and acting as such, Wesley A. Whitmer to me personally well

known as the grantor in the within the foregoing Deed, and stated that they 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 Julia Whitmer

wife of said Wesley A. Whitmer 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 and interest in the premises 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 26th day of February, 1907

[SEAL] Western Judicial Dist., Ind. Ter.

F. S. Hand

Notary Public.

My commission expires Jan. 21, 1908

Filed for record Mar. 1, 1907, at 8 o'clock AM.

Olus Linton

Deputy Clerk & Ex-officio Recorder.