

MORTGAGE WITH POWER OF SALE.

P.B. 1907
P.L.
C.L.
C.D.
C.L.

KNOW ALL MEN BY THESE PRESENTS:

That, Wm. B. Hearings and Mary B. Hearings of Broken Arrow, Indian Territory,
for and in consideration of the sum of Nine Hundred Thirty Dollars in hand paid, and the premises hereinafter set forth do hereby grant, bargain sell and convey unto

W. J. Wilhite
and unto his heirs and assigns, forever, the following property situated in Indian Territory and to-wit:

Lots numbered one and two in Texas Addition to the town of Broken Arrow, Creek Nation, Indian Territory

To have and to hold the same to the said

heirs or assigns, together with all and singular the appurtenances and improvements thereto belonging; and

We hereby covenant with the said W. J. Wilhite that we will forever warrant and defend the title to said property against all lawful claims.

And I, Mary B. Hearings wife of the said William B. Hearings
do hereby release all my right and dower in and to said lands. This sale is on condition that

Whereas, the said William B. Hearings and Mary B. Hearings
justly indebted to the said W. J. Wilhite in the sum of
Nine Hundred Thirty DOLLARS,

evidenced by one promissory note of even date herewith by which promise to pay to the order of dated Broken Arrow, Indian Territory,
Feb. 24th, 1907, for Nine Hundred Thirty Dollars the sum of payable one year after the date with interest at the rate of 8 per cent per annum for value received

with 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 5 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 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 six printed or written hand bills posted in public places in said city as provided by Sections 3049 and 4355, 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 assignee 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 exemption and right of redemption allowed by law are hereby expressly waived.

In WITNESS Whereof We have set our hands and seals on this 24th day of February, 1907

(Seal)

William B. Hearings

(Seal)

(Seal)

Mary B. Hearings

(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, William B. Hearings to me personally well

known as the grantor in and within the foregoing Deed, and stated that they had executed the same for the consideration and purposes therein mentioned and set forth and

And I further certify that on the same day also voluntarily appeared before me, the said Mary B. Hearings wife of said William B. Hearings 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, within expressed for the consideration and purposes therein mentioned and set forth, without compulsion or undue influence of her said husband.

WITNESS my hand and seal as such Notary Public on this 24th day of February, 1907.

(SEAL) Western District, Ind. Ter.

J. S. Hurd Notary Public.

My commission expires Jan 25, 1911.

Filed for record Mar 1, 1907, at 1:00 o'clock P.m.

Olus Lottin
Deputy Clerk & Ex-officio Recorder