

## MORTGAGE WITH POWER OF SALE.

## KNOW ALL MEN BY THESE PRESENTS:

That Robert A. Crowell and Amelia Crowell his wife,  
for and in consideration of ONE DOLLAR to him in hand paid, and the premises hereinafter set forth <sup>and</sup> her by grant, bargain, sell and convey unto  
J. H. Leavitt of County, Ind.  
Indian Territory, and unto his successors, heirs and assigns, forever, the following property situated in Tulsa, Indian Territory,  
Lot Six (6) in Block One Hundred Seventeen (117) in the town of Tulsa, Ind.

To have and to hold the same to the said J. H. Leavitt  
his successors, heirs or assigns, together with all and singular the appurtenances and improvements thereunto belonging; and  
We J. H. Leavitt hereby covenant with the said J. H. Leavitt that we will forever warrant and defend the title to  
said property against all lawful claims.

And I Amelia Crowell wife of the said Robert A. Crowell  
unto the said J. H. Leavitt his heirs or assigns.  
do hereby release all my right and dower in and to said lands. This sale is on condition that:

Whereas, the said Robert A. Crowell and Amelia Crowell are  
justly indebted to the said J. H. Leavitt in the sum of  
Five Hundred Sixty (\$560.00) Dollars.

evidenced by promissory note of even date herewith by which promise to pay to the order of J. H. Leavitt, Feb. 21st, 1902,  
the sum of Five Hundred Sixty Dollars (\$560.00)  
payable to the order of J. H. Leavitt  
one year after date executed by Robert A. Crowell and Amelia Crowell  
with interest at 5% per cent interest per annum after four days

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 the 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 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 any printed or written hand bills posted in the public places in said city as provided by Sections 3049 and 4355, Manassett'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 the 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 apportionment and right of redemption allowed by law are hereby  
expressly waived

WITNESS my hand and seal this 21st day of February A. D., 1902

(Seal)

Robert A. Crowell

(Seal)

(Seal)

Amelia Crowell

(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, Robert A. Crowell 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 Amelia Crowell  
wife of said Robert A. Crowell 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 in the foregoing deed for the consideration and purposes therein mentioned and set forth, without com-  
pulsion or undue influence of her said husband.

In testimony whereof, I have hereunto set my hand and affixed my notarial seal on this 21st day of February, 1902, A.D. 190-  
WITNESS my hand and seal as such Notary Public on this 21st day of February 1902

(SEAL) Western Dist. Ind. Ter.B. E. Lewis

Notary Public.

My commission expires May 21st A. D., 1902

Filed for record Feb. 22, 1902, at 8 o'clock a m.

Olis LortonDeputy Clerk & ex-officio Recorder.