

P.D. 23  
P.I. 22  
C.L.  
C.D.  
C.L.

No. 2846  
**MORTGAGE WITH POWER OF SALE.**

609

**KNOW ALL MEN BY THESE PRESENTS:**

That Maggie Bowles & S. E. Bowles of Broken Arrow, Indian Territory  
for and in consideration of ONE DOLLAR to her in hand paid, and the premises hereinafter set forth do hereby grant, bargain, sell and convey unto Cora C. Morrow

Indian Territory, and unto her heirs and assigns, forever, the following property situated in namely:  
lots number three (3), number four (4), and number five (5) in Block fifty eight (58) in the town of Broken Arrow, Ind. Ter.

~~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 Cora C. Morrow that we will forever warrant and defend the title to

said property against all lawful claims.

And I, Maggie Bowles wife of the said S. E. Bowles  
~~into the said Cora C. Morrow~~  
do hereby release all my right and dower in and to said lands. This sale is on condition that

Whereas, the said Maggie Bowles & S. E. Bowles are  
justly indebted to the said Cora C. Morrow in the sum of  
two hundred fifty and no/100 DOLLARS,

evidenced by one promissory note of even date herewith by which promise to pay to the order of dated Feb. 20, 1902, bearing interest  
at 8% from date and there the sum of Dollars (\$

two hundred fifty and no/100 months after date executed by Maggie Bowles and S. E. Bowles

~~with~~ per cent interest per annum after

~~First parties agree to keep the buildings on the above premises constant 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 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, as 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, Indian Territory, public notice of the time and place of said sale having been first given ten days, by advertising in  
some newspaper published in said city or by printed and posted hand bills posted in public places in said city as provided by sections 3049 and 4956, 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 said 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 21st day of Feb., 1902.  
WITNESSES hand and seal this day of A. D. 1902

(Seal)

Maggie Bowles

(Seal)

(Seal)

S. E. Bowles

(Seal)

**Acknowledgment.**

**UNITED STATES OF AMERICA,**  
**INDIAN TERRITORY,**  
**Western Judicial District.**

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, S. E. Bowles & Maggie Bowles 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 Maggie Bowles  
wife of said S. E. Bowles 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 therein expressed 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 21st day of Feb., 1902.

[SEAL] Western Ind. Ter.

A. M. Luwa

Notary Public.

My commission expires 3/13/1902

Filed for record Feb. 23, 1902, at 1 o'clock P. M.

Chas. Lortin  
deputy clerk & ex-officio Recorder