

MORTGAGE WITH POWER OF SALE.

P. D. M.
P. L.
C. L.
C. D.
C. I.

KNOW ALL MEN BY THESE PRESENTS:

That I, Lucy Morgan of Broken Arrow, Indian Territory,
for and in consideration of ONE HUNDRED AND EIGHTEEN DOLLARS
to me in hand paid, and the premises hereinafter set forth, do her by grant, bargain, sell and convey unto

Hattie M. Yates

Indian Territory, and unto her heirs and assigns, forever, the following property situated in namely:
The North East quarter (1/4) of Section 23, T. 23, S. 23, Township 19, N. 10, E. 14, Range 14, N. 10, E. 14, East

To have and to hold the same to the said

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

I hereby covenant with the said that I will forever warrant and defend the title to

said property against all lawful claims.

And I, Clem Morganwife of the said Husbanddo hereby release all my right and dower in said lands. This sale is on condition thatWhereas, the said Lucy Morgan isjustly indebted to the said Hattie M. Yates in the sum ofTwo Hundred and eighteen

DOLLARS,

evidenced by her promissory note of even date hereon with interest at 8% per annum from the date of the note

the sum of

Dollars (\$

for value received days after date executed by

with percent 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 \$
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 Lucy Morgan 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, 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 the Chick Nation of the Indian Territory, public notice of the time and place of said sale having been first given, seven days, by advertising in
some newspaper published in said city or by a printed or written hand bills posted in the public places in said city as provided by Sections 3449 and 4356, Monfield'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 I 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 appraisement and right of redemption allowed by law are hereby
expressly waived.

In WITNESS WHEREOF, I have set my hand and seal on this 5th day of February, 1902.

Witness

Arthur Farmer

(Seal)

Lucy Morgan

(Seal)

Fred Barker

(Seal)

Clem X. Morgan

(Seal)

K. M. Rowe

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, Lucy Morgan & Clem Morgan to me personally well
known as the grantor in said 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 Lucy Morgan
wife of said Clem Morgan 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, 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 5th day of Feb. 1902

[SEAL] Western Dist. Ind. Ter.

A. M. Laws

Notary Public.

My commission expires March 13, 1910

Filed for record Feb. 7, 1902, at 5 o'clock A m.

Oliver LortonDeputy Clerk & Ex-officio Recorder.