

UNPAID

Ms. 3057

MORTGAGE WITH POWER OF SALE.

P.D.
P.L.
P.C.
C.D.
C.V.

KNOW ALL MEN BY THESE PRESENTS:

That I Emma J. Keller
for and in consideration of ONE DOLLAR to me in hand paid, and the premises hereinafter set forth do her by grant, bargain sell and convey unto
J. D. Walker of Broken Arrow
Indian Territory, and unto his heirs and assigns, forever, the following property situated in the Town of Broken Arrow, Indian Territory - to wit: Lots 13-14-15-16 in Block Number 26

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

And I J. D. Walker wife of the said J. D. Walker
do hereby release all my right and dower in and to said lands. This sale is on condition that:
Whereas, the said Emma J. Keller
justly indebted to the said J. D. Walker in the sum of
Three Hundred Twelve DOLLARS,
evidenced by promissory note of even date herewith by which Broken Arrow, Ind. Ter. February 25th, 1907.
the sum of for Three Hundred Twelve Dollars (\$ 312 00)
Payable to the order of J. D. Walker
for value received one year days after date executed by Emma J. Keller
with as eight per cent interest per annum after date.

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 \$ 100 00
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 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 the printed or written hand bills posted in six public places in said city, as provided by Sections 3049 and 3356, 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 I J. D. Walker hereby authorize the said grantee or his assigns 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 appurtenance and right of redemption allowed by law are hereby expressly waived.

WITNESS my hand and seal this 25th day of February A. D., 1907
Emma J. Keller (Seal)
L. E. Keller (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, Emma J. Keller to me personally well known as the grantor in and within the foregoing Deed, and stated that she 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 Emma J. Keller wife of said J. D. Walker 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 herein mentioned and set forth, without compulsion or undue influence of her said husband.

WITNESS my hand and seal as such Notary Public on this 25th day of February 1907
[SEAL] Western District, P.D. J. A. Hurd Notary Public.
My commission expires Jan 21, 1911.

Filed for record Mar 6 1907, at 1 o'clock P m.

W. L. Linton
Deputy U.S. Clerk & ex-officio Rec.