

P.D. 73  
P.L. 20  
C.I.  
C.D.  
C.L.

COMPARED

# MORTGAGE WITH POWER OF SALE.

619

## KNOW ALL MEN BY THESE PRESENTS:

That Homer Bell  
for and in consideration of ONE DOLLAR to him in hand paid, and the premises hereinafter set forth does hereby grant, bargain sell and convey unto  
The Canadian Valley Trust Company of Muskogee, I.T.  
Indian Territory, and unto its successors heirs and assigns, forever, the following property situated in the Creek Nation 6-wit  
lots 13-14-15-16-17-18 Block 13 all of Block 2 - lots 3-6-7-8-9-10-11-12  
Block 14 in the Homestead addition to the town of Broken Arrow, I.T.

To have and to hold the same to the said Canadian Valley Trust Company  
its successors heirs or assigns, together with all and singular the appurtenances and improvements thereunto belonging; and  
does hereby covenant with the said Canadian Valley Trust Company that he will forever warrant and defend the title to  
said property against all lawful claims.

And I, Anna M. Bell, wife of the said Homer Bell,  
do hereby release all my right and dower in and to said lands. This sale is on condition that:

Whereas, the said Homer Bell is  
justly indebted to the said Canadian Valley Trust Company in the sum of  
five hundred DOLLARS,  
evidenced by promissory note of even date March 27-1907 and due thirty days after date with interest  
at 8% for five hundred dollars (500.00) payable to the order of Canadian Valley Trust Company,  
the sum of five hundred DOLLARS  
for value received ninety days after date, executed by Homer Bell

with interest at 8 per cent interest per annum after maturity  
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 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 At Wagoner 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 the public places in said city as provided by sections 3099 and 4336, Mont. Stat.  
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 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 unlimited appraisal and right of redemption allowed by law are hereby  
expressly waived

WITNESS my hand and seal 27th day of March A. D. 1907  
(Seal) Homer Bell (Seal)  
(Seal) Anna M. Bell (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 District of the Indian  
Territory aforesaid, duly commissioned and acting as such, Homer Bell 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 Anna M. Bell  
wife of said Homer Bell 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 com-  
pulsion or undue influence of her said husband.

WITNESS my hand and seal as such Notary Public on this 27th day of March 1907  
(SEAL) Western District, I.T. Charles W. Maudler Notary Public.  
My commission expires May 3, 1907

Filed for record Mar 29 1907, at 8 o'clock 2 m.

One Linton  
Notary U.S. Clerk and Co. Office Rec.