

COMPARABLE

MORTGAGE WITH POWER OF SALE.

KNOW ALL MEN BY THESE PRESENTS:

That we, Ethel C. Roesser and W. H. Roesser, her husband,
 for and in consideration of ONE DOLLAR to us in hand paid, and the premises hereinafter set forth do hereby by grant, bargain sell and convey unto
 Minna B. Hudson of Tulsa, Ind. Ter.
 Indian Territory, and unto her successors here and assigns, forever, the following property situated in the Creek Nation,
 Western District of the Indian Territory, to-wit: The north fifty (50)
 feet of Lot No. One (1) in Block No. One hundred eighty-two (182) in the Eastern
 of Tulsa according to the official Plat, and Survey thereof.

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

And I, W. H. Roesser, husband, wife of the said Ethel C. Roesser,
 do hereby release all my right and power in and to said lands. This sale is on condition that:
 Whereas, the said Ethel C. Roesser and W. H. Roesser are
 justly indebted to the said Minna B. Hudson in the sum of
 Forty-two hundred fifty & 00/100 (\$4250.00) DOLLARS,
 evidenced by promissory note of even date herewith by which
 dollar (\$4250.00) payable to the order of Minna B. Hudson's four months
 the sum of Dollars (\$)

for value received days after date executed by Ethel C. Roesser and W. H. Roesser,
 with interest 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 \$
 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, Ind. Ter., 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 printed or written hand bills posted in six public places in said city as provided by Sections 3049 and 4336, 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 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

WITNESS our hand and seal this 11th day of March, A. D., 1907

(Seal)

Ethel C. Roesser

(Seal)

(Seal)

W. H. Roesser

(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, Ethel C. Roesser 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 W. H. Roesser, husband
 wife of said Ethel C. Roesser 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 11th day of March, 1907

(SEAL) Martin H. Hiestrich, Not. Pub.

D. C. Roesser

Notary Public.

My commission expires July 7, 1907

Filed for record Mar 12, 1907, at 9:30 o'clock, a.m.

Otto Larson
 Deputy U.S. Clerk and Co-Officer Rec.