

P.D. 22
P. 172

COMPARED

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MORTGAGE WITH POWER OF SALE.

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KNOW ALL MEN BY THESE PRESENTS:

That C. L. Robertson
for and in consideration of ONE DOLLAR to him in hand paid, and the premises hereinafter set forth do hereby 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
the town of Broken Arrow consisting of Lots Four to sixteen
inclusive in Block Seven (?)

To have and to hold the same to the said J. D. Walker
his successors heirs or assigns, together with all and singular the appurtenances and improvements thereunto belonging; and
I 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 Edith W. Robertson wife of the said C. L. Robertson
into 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 C. L. Robertson
justly indebted to the said J. D. Walker in the sum of
Six hundred and Fifty DOLLARS,
evidenced by promissory note of even date herewith by which promise to pay to the order of
the sum of for Six Hundred and Fifty Dollars (\$ 650.00)
payable to the order of J. D. Walker, payable one year
for value received days after date executed by C. L. Robertson and Edith W. Robertson
with interest at 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 \$ 650.00
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 Broken Arrow 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 six 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 Edith W. Robertson 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 apportionment and right of redemption allowed by law are hereby
expressly waived

WITNESS my hand and seal this 26 day of March A. D. 1907
C. L. Robertson (Seal)
Edith W. Robertson (Seal)

Acknowledgment.

UNITED STATES OF AMERICA,
INDIAN TERRITORY,
Western District 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, C. L. Robertson 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 Edith W. Robertson
wife of said C. L. Robertson 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 28 day of March 1907
[SEAL] Western District Broken Arrow, I. T. W. P. Fisher, Notary Public.
My commission expires Apr. 9/1908

Filed for record Mar 30 1907, at 1:10 o'clock U m.

New London,
Deputy U. S. Clerk and Ex. Office Rec.