

COMPARED

MORTGAGE WITH POWER OF SALE.

P.D.
P.I.
P.L.
C.L.
C.S.
C.D.

KNOW ALL MEN BY THESE PRESENTS:

That Frank L. Johnson
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, I.T.

Indian Territory, and unto his heirs and assigns, forever, the following property situated in town of Broken Arrow and Sec. Consisting of Lots one and two 1 & 2 in Block Eight Hamstead Addition.

To have and to hold the same to the said J. D. Walker
his 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, Hattie Johnson wife of the said Frank L. Johnson
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 Frank L. Johnson is
justly indebted to the said J. D. Walker in the sum of

Seven Hundred and thirty DOLLARS,
evidenced by promissory note dated Feb. 11th, 1917 Broken Arrow I.T. by Frank L. Johnson & Hattie Johnson to J. D. Walker for value received

J. D. Walker for the sum of Seven Hundred and thirty Dollars (\$ 730.00)
payable to the order of J. D. Walker any day days after date executed by Frank L. Johnson & Hattie Johnson

with interest at eight 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 \$ 800.00 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 one printed or written hand bills posted in the 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 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 assessments appraisal and right of redemption allowed by law are hereby expressly waived

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

(Seal)

Frank L. Johnson

(Seal)

(Seal)

Hattie Johnson

(Seal)

Acknowledgment.

UNITED STATES OF AMERICA,
INDIAN TERRITORY,
Medina Judicial District.

BE IT REMEMBERED: That on this day came before me, the undersigned, a Notary Public, within and for the Medina District of the Indian Territory aforesaid, duly commissioned and acting as such, Frank L. Johnson 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 Hattie Johnson wife of said Frank L. Johnson 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 12 day of March 1907

(SEAL) Medina District Broken Arrow, I.T.

W. P. Baker

Notary Public.

My commission expires April 7 1908

Filed for record Mar 14 1907 at 1 o'clock P. M.

Otto Larson
Deputy U. S. Clerk and Ex. Officer Rec.