

COMPARED

M. 3171

MORTGAGE WITH POWER OF SALE.

P. D. M.
P. I.
P. L.
C. I.
C. I.

KNOW ALL MEN BY THESE PRESENTS:

That A. C. Brady & Maude Ethel Brady (his wife)
for and in consideration of ONE DOLLAR to them in hand paid, and the premises hereinafter set forth do hereby grant, bargain sell and convey unto
Thos. O. Hays of Haskell, Ind. Ter.
Indian Territory, and unto his heirs and assigns, forever, the following property situated in the Town of Broken
Arrow, Ind. Ter. Lots One (1) Two (2) and Three (3) in Block no. Forty nine (49)
as per the plat on file in the Office of the Clerk of the U.S. Court at Wagoner,
Ind. Ter.

For value received, I acknowledge satisfaction and payment in full of the
within mortgage, and same is hereby released.

Signed and acknowledged before me Oct 19, 1910

by W. A. Hays Register of Deeds

To have and to hold the same to the said Thos. O. Hays
his heirs and assigns, together with all and singular the appurtenances and improvements thereunto belonging; and
we hereby covenant with the said Thos. O. Hays that we will forever warrant and defend the title to
said property against all lawful claims.

And I Maude Ethel Brady wife of the said A. C. Brady
do hereby release all my right and dower in and to said lands. This sale is on condition that:

Whereas, the said A. C. Brady and Maude Ethel Brady
justly indebted to the said Thos. O. Hays in the sum of
Six Hundred Dollars
evidenced by promissory note of even date herewith by which dated March 2nd 1907, and Dec. 2nd 1907, for Six Hundred
the sum of Dollars Dollars (\$ 600.00)
payable to the order of Thos. O. Hays
for value received days after date executed by A. C. Brady and Maude Ethel Brady

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 \$ 600.00
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 Wagoner 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 public places in said city as provided by Sections 3049 and 4356, 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 apportionment and right of redemption allowed by law are hereby
expressly waived

WITNESS my hand and seal this 2nd day of March A. D., 1907

(Seal)

A. C. Brady

(Seal)

(Seal)

Maude Ethel Brady

(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, A. C. Brady 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 Maude Ethel Brady
wife of said A. C. Brady 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 2nd day of March 1907

[SEAL] Western District, Ind. Ter.

Ben D. Mearl Notary Public.

My commission expires Jan. 12th, 1901

Filed for record Mar 13 1907, at 1 o'clock P. m.

Oliver L. Loran
Deputy U. S. Clerk and Ex. Officer (Rec.)