

COMPARED

## MORTGAGE WITH POWER OF SALE.

P.D.Y.  
R.K.M.  
F.L.  
C.L.  
C.D.  
C.A.

## KNOW ALL MEN BY THESE PRESENTS:

That we R. D. Bayd and Elizabeth C. Bayd of Broken Arrow Indian Territory  
for and in consideration of ONE DOLLAR to Three Hundred & No. 1000 and the premises hereinafter set forth do hereby grant, bargain, sell and convey unto

Lydia Whitteback  
of her heirs and assigns, forever, the following property situated in namely Block #4 in  
Block #4 in sears addition to the town of Broken Arrow, Indian Territory

To have and to hold the same to the said

we hereby covenant with the said Lydia Whitteback that we will forever warrant and defend the title to said property against all lawful claims.

And I, Elizabeth C. Bayd wife of the said R. D. Bayd  
do hereby release all my right and dower in and to said lands. This sale is on condition that:

Whereas, the said R. D. Bayd and Elizabeth C. Bayd are  
justly indebted to the said Lydia Whitteback in the sum of

Three Hundred & No. 1000 DOLLARS,  
evidenced by one promissory note of even date herewith by which promise to pay to the order of Lydia Whitteback  
November 23rd after date the sum of with interest after maturity at the rate of 8 per cent per annum  
for value received days after date executed by

with per cent interest per annum after  
First parties agree to keep the buildings on the above premises constantly insured against loss by fire and to make in a sum not less than \$1000  
and loss, if any, payable to second party, interest may apply at the time, and policies delivered to said second party, and to keep all taxes paid.

Now, if said first parties for anyone shall pay said money 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 in the Indian Territory, public notice of the time and place of said sale having been first given by advertising in some newspaper published in said city or by printed or written hand-bills posted in the 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 this 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 exemption and right of redemption allowed by law are hereby expressly waived.

In WITNESS whereof we have set our hand and seal this 23rd day of March A. D., 1907

Seal)

R. D. Bayd

(Seal,

(Seal)

Elizabeth C. Bayd

(Seal]

## Acknowledgment.

UNITED STATES OF AMERICA,  
INDIAN TERRITORY,  
District of Muskogee ss:

BE IT REMEMBERED: That on this day came before me, the undersigned, a Notary Public, within and for the Muskogee District of the Indian Territory aforesaid, duly commissioned and acting as such, R. D. Bayd 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 Elizabeth C. Bayd wife of said R. D. Bayd 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 25th day of March 1907

[SEAL] Muskogee Dist. Ind. Ter.A. M. Laws

Notary Public.

My commission expires 3/13/1910, 1907Filed for record Mar 26, 1907 at 1 o'clock P. M.

Otto Sartor,  
Deputy U.S. Clerk and Ex. Officer Rec.