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MORTGAGE WITH POWER OF SALE.

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KNOW ALL MEN BY THESE PRESENTS:

That we John B. Hopper and Gertrude Hopper  
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  
Lydia Whitenack of Broken Arrow Indian Territory, and unto her heirs and assigns, forever, the following property situated in the town of Broken  
arrow Indian Territory to wit:  
Lots number thirteen and fourteen  
in Block number forty six in Broken  
Arrow Indian Territory

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

And I, Gertrude Hopper wife of the said John B. Hopper  
do hereby release all my right and dower in and to said lands. This sale is on condition that:

Whereas, the said John B. Hopper and Gertrude Hopper  
justly indebted to the said Lydia Whitenack in the sum of  
Six hundred Sixty five Dollars  
evidenced by promissory note dated Broken Arrow Indian  
Territory April 8-1907 or before or one year after date for Six hundred  
and fifty five dollars the sum of \$650.00 payable to the order of  
Lydia Whitenack or before or one year after date by John B. Hopper and  
Gertrude Hopper  
with interest at 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 \$4000.00  
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 Muskogee 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 printed or written hand bills posted in six public places in said city as provided by Sections 3449 and 3456, Arkansas Statutes  
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 8th day of April, A. D., 1907  
John B. Hopper (Seal)  
Gertrude Hopper (Seal)

Acknowledgment.

UNITED STATES OF AMERICA,  
INDIAN TERRITORY,  
Muskogee DISTRICT.

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, John B. Hopper 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 Gertrude Hopper  
wife of said John B. Hopper 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 8th day of April, 1907  
(SEAL) Nathan Pitt 95. F. S. Hard Notary Public.

My commission expires Jan 24 1911

Filed for record April 9 1907 at 1 o'clock P.M.

Oliver Lorton  
Deputy Clerk  
and Recorder