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MORTGAGE WITH POWER OF SALE.P.D.M.
P.I.
P.L.
C.I.
C.D.
C.L.

KNOW ALL MEN BY THESE PRESENTS:

That J. C. Boles
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
E. C. Luster of Broken Arrow,
Indian Territory, and unto his spouse and assigns, forever, the following property situated in the town of Broken
Arrow, Lots Three (3) Block Fifty Six (56)

To have and to hold the same to the said E. C. Luster
his heirs or assigns, together with all and singular the appurtenances and improvements thereunto belonging; and
I, E. C. Luster hereby covenant with the said E. C. Luster that I will forever warrant and defend the title to
said property against all lawful claims.

And I, Matilda E. Boles wife of the said J. C. Boles,
do hereby release all my right and dower in and to said lands. This sale is on condition that:

Whereas, the said J. C. Boles and Matilda E. Boles,
justly indebted to the said E. C. Luster in the sum of
Ten Hundred and no DOLLARS,
evidenced by promissory note of even date herewith by which promise to pay to the order of

the sum of Ten Hundred and no Dollars (\$1000.00)
payable to the order of E. C. Luster, on or before April 6th 1907 at Broken Arrow
the value received days after date executed by J. C. Boles & Matilda E. Boles

with interest at 12 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 \$ 1000.00
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 in the front door of my front 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 two printed or written hand bills posted in two public places in said city as provided by Sections 3043 and 3056, Manfield'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 he 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

WITNESS our hand and seal this 8 day of April A. D. 1907

(Seal)

J. C. Boles

(Seal)

(Seal)

Matilda E. Boles

(Seal)

Acknowledgment.

UNITED STATES OF AMERICA, }
INDIAN TERRITORY, } ss:
Western District DISTRICT.

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, J. C. Boles 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 Matilda E. Boles
wife of said J. C. Boles 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 8 day of April 1907

[SEAL]

Western District, I.T.W. P. Fisher

Notary Public.

My commission expires April 9, 1908

Filed for record April 13 1907 at 8 o'clock a.m.

Otis Laiton
Deputy U. S. Clerk & Ex-Officio Rec.