

# MORTGAGE WITH POWER OF SALE.

**KNOW ALL MEN BY THESE PRESENTS:**

That we J. N. Parker and Myrtle Parker  
for and in consideration of ONE DOLLAR to us in hand paid, and the premises hereinafter set forth do her by grant, bargain sell and convey unto  
Charles W. Hitenack of Broken Arrow  
Indian Territory, and unto his heirs and assigns, forever, the following property situated in  
town of Broken Arrow, Creek Nation, Indian  
Territory to wit: Lots number fourteen and  
fifteen in block number thirty-two -

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

And I, Maryle Parker wife of the said J. A. Parker  
do hereby release all my right and dower in and to said lands. This sale is on condition that:

Whereas, the said J. N. Parker and Myrtle Parker  
justly indebted to the said Charles W. Hitenack in the sum of

Four hundred \$  
dated: Broken arrow and see April 25, 1907 for a our hundred \$  
evidenced by promissory note of even date herewith by which promise to pay to the order of Charles White  
one year the sum of Dollars (\$ )

for value received one year days after date executed by J. N. Parker and Myrtle Parker  
with interest at eight per cent interest per annum after date date

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 \$ 400 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 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 six printed or written hand bills posted in six 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, ..... 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 appraisalment and right of redemption allowed by law are hereby expressly waived

WITNESS our hand and seal this 25<sup>th</sup> day of April A. D., 1907

Seal

J. N. Parker

.../Seal;

..(Seal)

Myrtle Parker

... (Seal)

### Acknowledgment.

UNITED STATES OF AMERICA,  
INDIAN TERRITORY,  
*Wister* 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, J. N. Parker 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 \_\_\_\_\_  
 wife of said \_\_\_\_\_ 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 25<sup>th</sup> day of April, 1907

[SEAL] Western Dist. C. D.

F. L. Knud

\_\_\_\_\_, Notary Public.

My commission expires Jan 21<sup>st</sup>, 1961

Filed for record Apr. 27 1972 at 1 o'clock PM

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