

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

4286  
**MORTGAGE WITH POWER OF SALE.**

COMPARED

645

**KNOW ALL MEN BY THESE PRESENTS:**

That O.P. Marshall and Nora Marshall his wife of Tulsa, Indian Territory  
for and in consideration of the sum of Three Hundred and Eighteen Dollars  
to him in hand paid, and the premises hereinafter set forth do hereby grant, bargain, sell and convey unto  
G. L. Elmore

Indian Territory, and unto his heirs and assigns, forever, the following property situated in namely  
West half of Lot 3 and all of Lot 4 in Block 97 in the City of  
Tulsa, I. T. as the same is shown by the recorded plat thereof,  
and we hereby covenant with the said G. L. Elmore, that they will forever warrant  
and defend the title to said property against all lawful claims.

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

And I, Nora Marshall wife of the said O. P. Marshall  
do hereby release all my right of dower in and to said lands. This sale is on condition that:

Whereas, the said O. P. Marshall & Nora Marshall are  
justly indebted to the said G. L. Elmore in the sum of  
Three Hundred and Eighteen DOLLARS,

evidenced by one promissory note of even date herewith by which promise to pay to the order of  
for the sum of \$318.00 due six months Dollars

for value received days after date executed by  
with interest thereon at the rate of 8% per annum from date.  
per cent interest per annum after

First parties agree to keep the buildings on the above or missa constantly insured against loss by fire and tornado in a sum not less than \$  
and to pay, 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 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 Tulsa in the 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 five conspicuous places in the neighborhood of said premises  
Digest of Laws of Arkansas, 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 assignee to convey said property to anyone purchasing at said sale; and the recitals of the 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 appurtenance and right of redemption allowed by law are hereby  
expressly waived.

In WITNESS whereof I have set my hand and seal this 28th day of April A. D., 1907  
O. P. Marshall (Seal)  
Nora Marshall (Seal)

**Acknowledgment.**

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

BE IT REMEMBERED: That on this day came before me, the undersigned, a Notary Public, within and for the Mustang District of the Indian  
Territory aforesaid, duly commissioned and acting as such, O. P. Marshall to me personally well  
known as the grantor in and to 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 Nora Marshall  
wife of said O. P. Marshall 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 10th day of May, 1907  
[SEAL] Mustang Dist. O. T. Robert E. Lynch Notary Public.  
My commission expires July 2nd, 1908

Filed for record May 10, 1907, at 4:10 o'clock P. M.  
Atta Carlson  
Deputy U. S. Clerk & ex-Officio Rec.