

COMPARED

4292

## MORTGAGE WITH POWER OF SALE.

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

## KNOW ALL MEN BY THESE PRESENTS:

That Lewis Perryman  
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

W. F. Schuermeyer of Muskogee, Indian Territory  
Indian Territory, and unto his heirs and assigns, forever, the following property situated in the Chick Nation tract;  
the S.E. 1/4 of SW 1/4 of NW 1/4 of Sec. 15 - T-19-R-12 E and the  
NE 1/4 of NW 1/4 of NW 1/4 of NW 1/4 of Sec. 22, T-19-R-12 E, containing  
120 acres more or less;

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

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

Whereas, the said Lewis Perryman  
justly indebted to the said W. F. Schuermeyer in the sum of  
Five Hundred & no/100 DOLLARS,

evidenced by promissory note of even date herewith by which I may 1 1907 promise to pay to the order of W. F. Schuermeyer

the sum of five hundred & no/100 Dollars (\$500.00)  
payable to the order of W. F. Schuermeyer ninety  
days after date executed by me

with interest at 8 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  
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 the public places in said city as provided by sections 3499 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 I 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 apportionment and right of redemption allowed by law are hereby  
expressly waived

WITNESS my hand and seal this 10th day of May A. D., 1907

(Seal)

Lewis Perryman

(Seal)

(Seal)

(Seal)

## Acknowledgment.

UNITED STATES OF AMERICA,  
INDIAN TERRITORY,  
Western District 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, Lewis Perryman 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 10th day of May 1907

(SEAL) Western Dist. D. C.

J. W. Brady

Notary Public.

My commission expires Mar. 9th, 1911

Filed for record May 11 1907 at 8 o'clock a m.

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