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No 4328
MORTGAGE WITH POWER OF SALE.

COMPARED

647

KNOW ALL MEN BY THESE PRESENTS:

That J. A. Budd and Laura Budd of Broken Arrow, Indian Territory the sum of seven hundred and no/100 Dollars for and in consideration of one dollar in hand paid, and the premises hereinafter set forth do hereby grant, bargain, sell and convey unto N. H. Farber

Indian Territory, and unto his heirs and assigns, forever, the following property namely The East 1/2 of the North East 1/4 of Section Fourteen (14) Township Twelfth (12) North Range Fourteen (14) East of the Indian Base and meridian in the Creek Nation Indian Territory

To have and to hold the same to the said

N. H. Farber heirs or assigns, together with all and singular the appurtenances and improvements thereto belonging; and

we hereby covenant with the said N. H. Farber that we will forever warrant and defend the title to said property against all lawful claims.

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

Whereas, the said J. A. Budd & Laura Budd are justly indebted to the said N. H. Farber in the sum of

seven hundred and no/100 DOLLARS, evidenced by one promissory note of even date herewith by which Broken Arrow, I. T. March 1907, due 3 years after date with interest at 8% from date and signed by J. A. Budd & Laura Budd with right reserved to pay all or any interest paying time for value received.

with per cent interest per annum after one 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 \$ one thousand 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 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 said money or any part thereof, or a failure to keep said insurance and to agree to, 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 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 printed or written hand bills posted in the public places in said city as provided by Sections 3049 and 3530, Transient 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 assignee 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 appurtenance and right of redemption allowed by law are hereby expressly waived.

In WITNESS whereof, we have set our hand and seal this 11 day of May A. D. 1907
(Seal) J. A. Budd (Seal)
(Seal) Laura Budd (Seal)

Acknowledgment.

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

BE IT REMEMBERED: That on this day came before me, the undersigned, a Notary Public, within and for the Western Judicial District of the Indian Territory aforesaid, duly commissioned and acting as such, J. A. Budd to me personally well known as the grantor in and within the foregoing Deed, and stated that they 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 Laura Budd wife of said J. A. Budd, and homestead in the foregoing deed 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, as provided for the consideration and purposes herein mentioned and set forth, without compulsion or undue influence of her said husband.

WITNESS my hand and seal as such Notary Public on this 11 day of May 1907
(SEAL) Western Dist. I. T. E. M. Lawe Notary Public.
My commission expires 3/13/1910

Filed for record May 13 1907, at 1 o'clock P. M.

Atto Saxon,
Deputy U. S. Clerk & ex-officio Rec.