

COMPARED

11536

MORTGAGE WITH POWER OF SALE.

 B-22
 P. 174
 F. L.
 C. L.
 C. D.
 C. I.

KNOW ALL MEN BY THESE PRESENTS:

That Luzie Roach, a widow,
 for and in consideration of ONE DOLLAR to, him in hand paid, and the premises hereinafter set forth do she by grant, bargain, sell and convey unto
Skilletto F. Ahy and William F. Tucker, Tulsa,
 Indian Territory, and unto their successors heirs and assigns, forever, the following property situated in the Cherokee nation
Western District Indian Territory, townsh. NE 1/4 of SW 1/4 of SW 1/4 of Section
24 (15), Township Twenty (20) Range Thirteen (13) East and all of his
high title and interest in and to the SE 1/4 of NE 1/4 and NE 1/4 of SE 1/4
of NE 1/4 of Section Eighteen (16), Township Twenty (20) north, Range Thirteen (13)
East.

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

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

Whereas, the said Luzie Roach
 justly indebted to the said Skilletto F. Ahy and William F. Tucker in the sum of
Ninety and 70/100 DOLLARS,

evidenced by promissory note of even date herewith by which May 20, 1907, promise to pay to the order of
payable to the order of Skilletto F. Ahy and William F. Tucker, one hundred and eighty Dollars (\$ 90.00)
the value received days after date executed by Luzie Roach

with interest eight 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 \$
 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 Tulsa 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 a printed or written hand bills posted in the public places in said city as provided by Sections 3049 and 3356, 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 he 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 his hand and seal this 25th day of May A. D. 1907

(Seal)

Luzie Roach

(Seal)

(Seal)

(Seal)

Acknowledgment.

UNITED STATES OF AMERICA, } ss:
 INDIAN TERRITORY,
Western 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, Luzie Roach 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 Luzie Roach 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 25th day of May A. D. 1907

[SEAL] Western District, I. T.Geo. W. Davis

Notary Public.

My commission expires September 18, 1910Filed for record May 25th 1907 at 3:15 o'clock P. m.

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