

P.D. 22  
P.I. 22  
C. 1

4547  
**MORTGAGE WITH POWER OF SALE.**

COMPARED

651

**KNOW ALL MEN BY THESE PRESENTS:**

That Thara Stahl and N. B. Stahl, her husband  
for and in consideration of ONE DOLLAR to them in hand paid, and the premises hereinafter set forth do hereby grant, bargain, sell and convey unto  
Percy Collins of Tulsa  
Indian Territory, and unto his successors heirs and assigns, forever, the following property situated in the Western District  
Indian Territory to-wit: all of Lot nine (9) Block One Hundred & Thirteen (113)  
in Town of Tulsa, according to Government survey thereof. Subject to a  
Mortgage of \$500.00 given well 30, 1907 to Percy Collins on north 80 ft. of said Lot 9  
Block 113. The intent of this instrument being to give a first mortgage on  
south 80 ft. of said Lot 9 and a second mortgage subject to above \$500.00  
the north 80 ft. of said Lot 9.

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

And I, N. B. Stahl husband wife of the said Thara Stahl  
do hereby release all my right and power in and to said lands. This sale is on condition that:  
Whereas, the said Thara Stahl and N. B. Stahl, her husband are  
justly indebted to the said Percy Collins  
Five Hundred

evidenced by promissory note of even date herewith by which promise to pay to the order of for  
the sum of Five Hundred Dollars (\$ 500.00)  
payable to the order of Percy Collins  
for value received Two years days after date executed by Thara Stahl and N. B. Stahl  
with interest at 6% per cent interest per annum after 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 \$ 1200.00  
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 the printed or written hand bills posted in six public places in said city as provided by Sections 3099 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 we 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, appraisal and right of redemption allowed by law are hereby  
expressly waived

WITNESS our hand and seal this 25th day of May A. D. 1907  
Thara Stahl (Seal)  
N. B. Stahl (Seal)

**Acknowledgment.**

UNITED STATES OF AMERICA,  
INDIAN TERRITORY,  
Western 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, Thara Stahl and N. B. Stahl 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 N. B. Stahl husband  
of said Thara Stahl to me well known, and in the absence of said husband, declared that she had,  
of her own free will, signed and sealed the relinquishment of power 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 1907  
[SEAL] Western Dist. & T. Henry L. Reed Notary Public.  
My commission expires Feb. 15th 1908

Filed for record May 25 1907 at 4:30 o'clock P. M.

Otis Lorton  
Deputy U.S. Clerk & ex-officio Rec.

For value received, I acknowledge said sale and payment in full of the  
within mortgage, and same is hereby acknowledged before me  
Percy Collins  
Register of Deeds