

P.D. 224
P. 122
P.L.
C.I.
C.I.

44925 COMPARED
MORTGAGE WITH POWER OF SALE.

653

KNOW ALL MEN BY THESE PRESENTS:

That Henry C. Crum and Luella Crum his wife
for and in consideration of ONE DOLLAR to them in hand paid, and the premises hereinafter set forth do hereby grant, bargain and convey unto
W.S. Collins of Muskogee
Indian Territory, and unto his successors heirs and assigns, for ever, the following property situated in the western District
Indian Territory to wit: The north one half (1/2)
of Lot six (6) in Block one hundred and eighty
eight (188) in the town of Tulsa according
to the survey and plat now on file in
recorder's office at Sapulpa, Indian Territory

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

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

Whereas, the said Henry C. Crum
is justly indebted to the said W.S. Collins in the sum of

sixteen hundred DOLLARS,
evidenced by seven promissory note dated June 5, 1907 for of \$1000 each payable
in 6-12-18-24-30-36 months after date and one of \$1000 payable
5 years after date the sum of Dollars (\$)
payable to the order of W.S. Collins as above - day after date
executed by Henry C. Crum & Luella Crum with interest at six
with per cent interest per annum after percent 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 \$ 2,000
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 printed or written hand bills posted in the public places in said city as provided by Sections 3449 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 we 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 appurtenance and right of redemption allowed by law are hereby
expressly waived

WITNESS our hand and seal this 5th day of June A. D., 1907

Seal)

(Seal)

Henry C. Crum (Seal)
Luella Crum (Seal)

Acknowledgment.

UNITED STATES OF AMERICA,
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, Henry C. Crum 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 Luella Crum
wife of said Henry C. Crum to me well known, and in the presence 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 6th day of June, 1907

(SEAL)

Western Dist Thos E Shaw Notary Public.

My commission expires 2-1-10, 1909

Filed for record June 6, 1907 at 4 o'clock P.M.

Chas Lorton
Dep. Clerk
Ex officio Recorder