

MORTGAGE WITH POWER OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That we, J.S. Higgins and Susie Higgins
for and in consideration of ONE DOLLAR to us in hand paid, and the premises hereinafter set forth do hereby grant, bargain sell and convey unto
Chas. Nichols of Catessa
Indian Territory, and unto his successors
here and assigns, forever, the following property situated in the town of
Broken Arrow Ind. Ter.
lots number 13-14-15-16 and 17 in Block number 15 in
Broken Arrow Ind. Ter.

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

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

Whereas, the said J.S. Higgins and Susie Higgins are
justly indebted to the said Chas. Nichols in the sum of
eighty nine & 85/100
evidenced by promissory note of even date herewith by which Chas. Nichols premise to pay to the order of Chas. Nichols
order of Chas. Nichols the sum of Dollars (\$)
for value received six months days after date executed by J.S. Higgins and Susie Higgins
with 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 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 six public places in said city as provided by Sections 3449 and 4355, 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 appraisement and right of redemption allowed by law are hereby
expressly waived

WITNESS our hand and seal this 10th day of June A. D., 1907

(Seal)

J.S. Higgins

(Seal)

(Seal)

Mrs. Susie Higgins

(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, J.S. Higgins 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 Susie Higgins
wife of said J.S. Higgins 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 June, 1907

(SEAL)

Western Dist. I. T.J.S. Head

Notary Public.

My commission expires Jan 21, 1911

Filed for record June 12th, 1907, at 3 o'clock P. M.

Otis Lorton - Dep. U.S. Clerk & Ex. Office Recorder