

P.D. 722  
P.R. 222  
C.B. 1

48.49 PREPARED

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# MORTGAGE WITH POWER OF SALE.

## KNOW ALL MEN BY THESE PRESENTS:

That W. H. Pugh  
for and in consideration of ONE DOLLAR to him in hand paid, and the premises hereinafter set forth do hereby grant, bargain/sell and convey unto First State Bank of Broken Arrow I.T.  
Indian Territory, and unto its successors, heirs or assigns, forever, the following property situated in town 7, Broken Arrow I.T. consisting of all of Block Fifty two (52)

To have and to hold the same to the said First State Bank  
its successors, heirs or assigns, together with all and singular the appurtenances and improvements thereunto belonging; and  
I hereby covenant with the said First State Bank that I will forever warrant and defend the title to said property against all lawful claims.

And I, Harriet Pugh wife of the said W. H. Pugh  
do hereby release all my right and dower in and to said lands. This sale is on condition that:  
Whereas, the said W. H. Pugh and Harriet Pugh his wife are  
justly indebted to the said First State Bank in the sum of  
Eight hundred and twenty six & 75/100 (\$826.75) DOLLARS,  
evidenced by promissory note dated June 13 1907 for Eight hundred and twenty six & 75/100 dollars (\$826.75) payable to the order of the First State Bank of Broken Arrow I.T.  
for value received thirty days after date executed by W. H. Pugh and Harriet Pugh his wife  
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 \$ 826.75  
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, 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 any printed or written hand bills posted in any public places in said city as provided by sections 3049 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 I 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 apportionment and right of redemption allowed by law are hereby expressly waived

WITNESS our hand and seal this 14 day of June A. D. 1907  
(Seal) W. H. Pugh (Seal)  
(Seal) Harriet Pugh (Seal)

## Acknowledgment.

UNITED STATES OF AMERICA,  
INDIAN TERRITORY,  
Northern District ss:

BE IT REMEMBERED: That on this day came before me, the undersigned, a Notary Public, within and for the Northern District of the Indian Territory aforesaid, duly commissioned and acting as such, W. H. Pugh 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 Harriet Pugh wife of said W. H. Pugh 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 therein mentioned and set forth, without compulsion or undue influence of her said husband.

WITNESS my hand and seal as such Notary Public on this 14 day of June 1907  
[SEAL] Northern District I.T. E. E. Heyl Notary Public.  
My commission expires Oct 2, 1909

Filed for record June 17 1907 at 8 o'clock a. m.  
Oliver Lorton Dep. U.S. Clerk & Ex. Officio Recorder