

Indian Territory, did by a certain mortgage deed, with Power of sale, by them executed and delivered unto the said G. L. Elmore, deceased on the 16th day of April 1906, and duly recorded in the office of the Clerk of the United States Court, and Ex-Officio recorder, at Wagoner, Oklahoma, on the 21st day of April 1906, in Record 38, page 431, grant, bargain and sell to the said G. L. Elmore, deceased, all the premises hereinafter described, which mortgage deed was executed to secure the payment of one certain promissory note, executed and delivered unto the said G. L. Elmore, for the sum of Two Hundred Fifty Dollars, dated April 16th 1906, and due six months after date, drawing interest thereon at the rate of 8 per cent per annum, said note being more particularly described in the said mortgage deed, and

whereas, default having been made in the payment of said above described note, and whereas, said mortgage deed, provides for the sale of the hereinafter described premises, in the case of nonpayment, by the grantee or his assignee, at public sale to the highest bidder for cash, at Broken Arrow, in the Creek Nation, Indian Territory, now Oklahoma, public notice of the time and place of said sale having been given first by advertising in some newspaper published in said district for twenty days, or by printed hand bills posted in five conspicuous places in the neighborhood of said premises, and authorizing the said grantee or his assignee to convey said property to anyone purchasing at said sale, and to convey an absolute title thereto, and

Whereas, the premises conveyed by said mortgage deed, and hereinafter more particularly described, have been duly advertised by printed hand-bills posted conspicuously in five public places in the neighborhood of said premises for a period of more than twenty days, prior to the said sale said notice giving the time September 2nd, 1906, at Two o'clock, P. M. and the place at The First State Bank, in Broken Arrow, Oklahoma, and at said sale, the party of the second part was the highest and best bidder for cash, for said premises and did bid the sum of Three Hundred dollars,

And, whereas, on the 22nd, day of December 1908, the said G. L. Elmore, died in the county of Tulsa/ state of Oklahoma, intestate, and that thereafter the party of the first part herein, was duly selected, as the administratrix of his said estate, and duly qualified as required by law and as such succeeded to all the rights held by the said G. L. Elmore at the time of his death, in his said mortgage, executed as aforesaid

Now, Therefore, these presents witnesseth, that the said party of the first, in pursuance of the power vested in the said deceased, and by law passed unto his personal representative, and by reason of the said mortgage deed aforesaid, and for and in consideration of the sum of Three Hundred Dollars duly paid by the party of the second part to the party of the first part, the receipt of which is hereby duly acknowledged, the party of the first part does hereby quit-claim, grant, bargain, release, sell and convey unto the said party of the second part, and to his heirs and assigns forever, all the right, title, interest and estate, both at law and in equity, which the said party of the first part hath acquired by virtue of said mortgage deed, mentioned above, in and to the following described real estate, situated in the county of Tulsa, State of