868 Indian Territory Real Estate Mortgage P. D.MA C L. know all Den by These presents, That Thomas B. Bliss D C C. 1. noncey a Bliss , his unp .hereinafter referred to as party of the second part, in consideration of the sum of Swo Hundred Twenty Company, hereigntier referred to as the party of the second part, the receipt whereof is hereby acknowledked, first party has granted, bargained, sold and conveyed, and by these presents does hereby grant, bargain, sell and convey unto the said The Inter-State Mortgage Trust Company, its suc-Creek ...District... Nation, Indian Territory. to-wit: The Bast twenty five (25) fut y fat no Lin (10) in Block no. Eighty Eight (88) in the ag 2 Inesa according to the official plat and survey thereof approved by the Secretary of the Interior of the United States TO MAVE AND TO MOLD. The premises above described, with the appurtenances thereunto belonging, to the said The Inter-State tage Trust Company, its successors and assigns forever. And the said party of the second part Morte that they are tree from all incumbrances, that they have good right to sell and convey the same, and that they will, and Thidheirs, executors, administrators and assigns, shall increase warrant and detend the litle to said real estate against all lawful claims and demands whatever. And said Noncey & Blizs wife of said Komos B. Blizs and the second part, its succes-ind in consideration of Sud Sum of money, does hereby release and quil craim, transfer and relinquish unto said party 51 the second part, its succes-and assigns, all her right, claim and possibility of dower and homestead in or to said real estate forever. The loregoing conveyance is on condition that whereas said party of the first part is justly indebted to said party of the second part in the sum of The foregoing conveyance is on countries and the second part, evidenced by four promissory notes of even date herewith, with interest thereon from per cent per annum. maturity at the rate of Eight Now, if said party of the first part shall pay or cause to be paid said note and the interest thereon according to the tenor and effect thereof, and do and perform each and every covenant and agreement herein contained, then this instrument shall be null and void, otherwise to be a lien in full force and effect. It is expressly stipulated and agreed that said party of the first part shall keep all taxes and assessments fully paid as required by law, and shall keep the buildings on said premises insured against loss or damage by fire and tornado, in the sum of s, 2, 3, 6, with loss payable to said party of the second part. And in case of the fuilure or neglect of said party of the first part so to do, said party of the second part, and this mortgage shall and assessments and effect such insurance, and shall be entitled to interest on the same at the rate of eight per cent per annum, and this mortgage shall stand as security for the amount so paid with such interest. The said first party agrees that if the maker of the note shall fail to pay any of said money, either principal or interest when the same becomes due and payable, or to conform to or comply with any of the foregoing covenants, the whole sum of money herein secured, may at the option of the holder of the note hereby secured and at his option only and without notice, be declated due and payable and may be foreclosed by the holder hereot as provided for by law, or the party of the second part or the legal holder hereot, or his assigns, agent, or attorney, shall have the power to sell such property or for by law, or the party of the second part or the legal holder hereof, or his assigns, agent, or allorney, shall have the power to sell such property or any part thereof at public sale to highest bidder tor cash at <u>thereof</u>, or his assigns, agent, or allorney, shall have the power to sell such property or place and terms of sale baving tirst been given for thirty days by a verifing in some newspaper published in or of general circulation in said town or territory, or by printed or written hand bills posted up in ten public places in the vicinity of said land, at which sale said party of the second part or its assignee, agent, or attorney in fact, may bid and purchase as an third person might do. And said party of the first part hereby authorizes and empow-ers said party of the second part or its successors or assigns, to convey said property to any purchaser at said sale and the rectails of the do convey-ance shall be taken as prima facie, true, and the proceeds of said sale shall be papied first to the payment of said debt and interest, and the remainder, if any, shall be paid to said party of the first part. Said first party for and in consideration of the money loaned as aforesaid, hereby waives and relinguishes all rights of redemption, appraisement mestead allowed by law. IN TESTIMONY WHEREOF, Said partures, of the first part have bereunto set Their band a this. September 1906 Thomas B. Bli [SEAL] noncey a. Bliss [SEAL] WITHESEE Q.D. Coggeshal (SEAL) [SEAL] ACKNOWLEDGMENT UNITED STATES OF AMERICA, Indian Territory, Western District, ss. 1906, before me. C. D. Congestall estern District in the Indian Territory, appeared in person, day of September On this notary Public within and for the Western Thomas B Blins to me personally well known as the person whose name appears upon the within and foregoing Mortgage Deed as one of the parties grantor, and stated that he had executed\_the same for the consideration and purposes therein mentioned and set forth, and I do hereby so certify. And I turther certily that on this day voluntarily appeared before me newcey a. Bless wife to the said Armas @ Bliss to me well known to be the person whose name appears upon the within and foregoing Mortgage Deed, in the absence of her said husband, declared that she had of her own free will signed the relinquishment of dower therein expressed, for the purposes therein contauned and set forth, without compulsion or undue influence of her said husband. MEREOF. I have hereunto set my hand and otticial seal, as such Ratany Parties. District of the Indian Territory, on the 12 day of Suptember 190 6 IN TESTIMONY WHEREOF, I have bereunto set my hand and official seal, as such westeris C. D. Coggeshall (SEAL) Western District, Indian Territory Notary Public My commission expires may 13, 1907 TO BE USED WHEN TITLE IS IN WIFE UNITED STATES OF AMERICA, Indian Territory, Western District, s s. day of September 1906 before me, C. D. Coggeshall within acd for the Western District in the Indian Territory, appeared in person 179 On this Thomas B. Bliss to me personally well known as the person whose name appears upon the within and foregoing Mortgage Deed as one of the parties grantor, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth, and I do hereby so certify. And I further certify that on this day vojuntarily appeared before me <u>Rancey</u> <u>A</u>. <u>Bliss</u> wile to the said <u>Shemas</u> <u>B</u>. <u>Bliss</u> to me well known to be the person whose name appears upon the within and foregoing Mortgage Deed, and in the absence of her said husband, declared that she had of her own free will executed the same for the consideration and purposes therein contained and set forth, without compulsion or undue influence of her said husband, IN TESTIMONY WHEREOF. I have hereunio set my hand, as such not any Pa in the .... .1906 day of Septe C. D. Copyishall (SEAL) western District Notary Public. My commission expires may 13, 1907 Deputy Clerk and Ex-Otticlo Recorder. Otis BIER for secore Sefek 18 1906 . 131.30 o'click Q