

Know all Men by these Presents, THAT Mr. S. Borochoff

and Clara Borochoff his wife, of Ind. in  
state of Ind. for and in consideration of the sum of  
Two hundred and fifty (\$250) DOLLARS,  
to us in hand paid by S. G. Chy a Lucas, Ind.  
the receipt whereof is hereby acknowledged, have granted, bargained and sold, and do hereby Grant, Bargain, Sell and Convey unto the said S. G. Chy

and unto his heirs and assigns, the following described real estate situated in  
Lucas, Creek Nation, Western District, Indian Territory to wit: the south thirty five  
(35) feet of Lot three (3) Block thirty nine (39), according to the government plat of the aforesaid  
town, being a plat of ground twenty five (25) feet by one hundred and forty (140) feet, having a  
frontage of twenty five (25) feet on Boulder Avenue, one hundred and forty (140) feet  
on north first street, twenty five (25) feet on the west side of the alley line of said block, and on  
the north by a line twenty five (25) feet from the south line of said lot, and  
parallel to said south line.

TO HAVE AND TO HOLD THE SAME unto the said S. G. Chy and unto his heirs  
and assigns forever, with all the privileges and appurtenances thereto belonging.

And we, the said S. Borochoff and Clara Borochoff his wife for  
ourselves and our heirs, executors, administrators and assigns, covenant with the said S. G. Chy

his heirs and assigns, that we are lawfully seized in fee of the aforesaid premises; that they are free from all incumbrances; that we have good  
right to sell and convey the same to the said S. G. Chy as aforesaid; and that we

will and our heirs, executors, and administrators shall forever warrant and defend the title to said real estate against all lawful claims and demands whatever.

And I, the said Clara Borochoff wife of the said S. Borochoff  
for and in consideration of the said sum of money, do hereby release and quit-claim, transfer and relinquish unto the said S. G. Chy

and his heirs and assigns, all my right or possibility of dower in or to said lands.

The foregoing conveyance is on conditions: That, whereas, the said S. Borochoff and Clara Borochoff his wife  
is justly indebted to the said S. G. Chy Two hundred and fifty (\$250) DOLLARS, for borrowed money, evidenced by

one certain promissory note of even date herewith due one year after date, with interest  
at the rate of eight percent.

Now, if the said S. Borochoff and Clara Borochoff his wife shall pay or cause said note to be paid,  
with interest, according to the tenor and effect thereof, then this instrument to be null and void; otherwise to remain in full force and effect.

And it is hereby further stipulated that during the continuance of this instrument in force, the said S. Borochoff and Clara Borochoff his wife  
shall at all times keep all taxes 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 not less  
than \$ 1000; loss, if any, payable to the said S. G. Chy as his interest may appear.

And it is further hereby agreed, that in case the said S. Borochoff and Clara his wife shall make default in  
payment of taxes or of keeping said building insured as aforesaid, then the said S. G. Chy

or his legal representative, may pay such taxes, and effect such insurance, and the amount necessarily expended therefor, with interest at 8 per cent. per annum  
from the date of such expenditure until repaid shall be considered a sum, the repayment of which is intended to be hereby secured. And we hereby waive all rights of appraisalment  
or redemption to which we are entitled under the Acts of the Legislature, approved March 17, 1879, and March 17, 1883, respectively.

And if default be made in payment of the sums hereby secured at maturity, or when the same or either of them becomes due and payable, then the said grantee, or  
his assign, agent or attorney, shall have power to sell said property at public sale, to the highest bidder, for cash, in the court house door,

Lucas, Ind. public notice of the time and place of said sale having first been given 30 days, by advertising  
in some newspaper published in said town or by printed or written handbills posted up in public

public places in said city; at which sale the said grantee or assignee may bid and purchase as any third person might do; and we hereby authorize the said grantee or assignee to  
convey said property to any one purchasing at the 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 the payment of 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 grantors.

Witness our hands on this 6th day of Feb A. D. 1907

S. Borochoff Seal  
Clara Borochoff Seal

## ACKNOWLEDGMENT.

UNITED STATES OF AMERICA,  
state of Ind.

County of Lamar On this 6th day of Feb A. D. 1907, before  
Notary Public within and for the above County and state

daily commissioned and acting, appeared in person S. Borochoff

to me personally well known as the person whose name appears upon the within and foregoing deed of conveyance as the part of grantor, and stated to me that he  
had executed the same for the consideration and purposes therein mentioned and set forth as his free voluntary act and deed, and I do hereby so certify.

And I further certify that on the same day voluntarily appeared before me Clara Borochoff  
wife of the said S. Borochoff the grantor herein, to me well and personally known as the person who

joined the said S. Borochoff in making this conveyance, and in the absence of her said husband stated  
and declared to me that she had of her own free will joined in the execution of the same, and had signed and sealed the relinquishment of dower and homestead therein expressed  
for the purpose and consideration therein contained and set forth, without compulsion or undue influence of her said husband.

In Testimony Whereof, I have hereunto set my hand and seal of office as such Notary Public at the town of Fort Worth, Texas,  
the day and year last above written.

(SEAL) My commission expires June 1st A. D. 1907 R. H. Smith Notary Public.

County of Lamar, Texas Filed for record Mar 13 1907, at St. Louis, Mo. Chas. Lorton Deputy Clerk and Ex-Officio Recorder.