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P.L.
C.D.
S.N.

Know all Men by these Presents, THAT W. L. Privett a single man, his wife Bertha Privett in and in consideration of the sum of Three Hundred Fifty Dollars to Frank McTaggart of Bisbee Indian Territory the receipt whereof is hereby acknowledged, have Granted, Bargained and Sold, and do hereby Grant, Bargain, Sell and Convey unto the said Frank McTaggart and unto his heirs and assigns, the following described real estate situated in all of that numbered 161 in Block numbered Twenty one (21) of the midland Addition to Bisbee Indian Territory together with the blacksmith tools now in use in said buildings

TO HAVE AND TO HOLD THE SAME unto the said Frank McTaggart and unto his heirs and assigns forever, with all the privileges and appurtenances thereto belonging. And we, the said W. L. Privett myself and Bertha Privett his heirs, executors, administrators and assigns, covenant with the said Frank McTaggart his heirs and assigns, that I am lawfully seized in fee of the foregoing premises; that they are free from all incumbrances; that I have good right to sell and convey the same to the said Frank McTaggart as aforesaid; and that I will and my 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 W. L. Privett wife of the said Frank McTaggart for and in consideration of the said sum of money, do hereby release and quit-claim, transfer and relinquish unto the said Frank McTaggart 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 W. L. Privett is justly indebted to the said Frank McTaggart in the sum of Three Hundred Fifty Dollars for borrowed money, evidenced by Three promissory notes of even date herewith 1 for \$25.00 due Jan 1, 1908 and one 325.00 due Jan 1, 1909 bearing Int. at 8% per annum Now, if the said W. L. Privett shall pay or cause said notes 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 W. L. Privett 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 Frank McTaggart as his interest may appear.

And it is further hereby agreed, that in case the said W. L. Privett shall make default in payment of taxes or of keeping said building insured as aforesaid, then the said Frank McTaggart 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 appraisal or redemption to which we are entitled under the Acts of the Legislature, approved March 17, 1879, and March 17, 1888, 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 Bisbee Ind T public notice of the time and place of said sale having first been given 30 days, by advertising in some newspaper published in said Western District or by printed or written handbills posted up in 3 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 receipts 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 8 day of April A. D. 1907 W. L. Privett Bertha Privett

ACKNOWLEDGMENT.

UNITED STATES OF AMERICA, } ss. William W. Sherrill On this 8 day of April A. D. 1907, before me a Notary Public within and for the above Western District duly commissioned and acting, appeared in person W. L. Privett a single man

to me personally well known as the person whose name appears upon the within and foregoing deed of conveyance as the part 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 Bertha Privett wife of the said W. L. Privett the grantor herein, to me well and personally known as the person who

joined the said W. L. Privett 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 Bisbee Indian Territory this 8 day and year last above written.

(SEAL) My commission expires Oct 1 - 1910 A. D. 1907 Wm W Sherrill Notary Public.

Filed for record Apr 10 1907 at 8 o'clock AM Otis Lorton Deputy Clerk and Ex-Officio Recorder.