

and defend the title to the said real Property in and to the second party his heirs and assigns, against all claims or acts of the first Party and those of all persons claiming by, through or under him.

In testimony whereof, I have hereunto set my hand and seal the day and year first above written.

Hullette F. Aby.

Acknowledgment.

Indian Territory, Western district, SS.

On this 25 day of April, 1905, appeared in Person before me, a notary public in and for the territory and district aforesaid, Hullette F. Aby, to me well known as the Person who signed the above and foregoing deed as the Party grantor, and stated and acknowledged to me that he had executed the same for the consideration and purposes therein mentioned and set forth, and I do hereby so certify.

(SEAL)

C. A. West, notary Public.

My commission expires Sept 2th 1908.

Filed for record at Tulsa, Okla., Jan 16, 1911, at 8:55 A. M.

H. C. Walkley register of deeds. (SEAL)

COMPARED MORTGAGE WITH POWER OF SALE.

Know all men by these Presents: That we, F. F. Boles and Ollie Boles, husband and wife, for and in consideration of one Dollar to us in hand paid, and the Premises hereinafter set forth do hereby grant, bargain and sell unto G. A. Brown, of Broken Arrow, Okla., Oklahoma, and unto his successors and assigns, forever, the following Property situated in the county of Tulsa, and state of Oklahoma,

The north west quarter of the northeast quarter of section ten (10), township eighteen (18) north, range fourteen (14) east, containing 40 acres more or less.

To have and to hold the same to the said G. A. Brown, his successors or assigns, together with all and singular the appurtenances and improvements thereunto belonging; and we hereby covenant with the said G. A. Brown that we will forever warrant and defend the title to said Property against all lawful claims,

And I, Ollie Boles, wife of the said F. F. Boles, do hereby release unto the said G. A. Brown, all my right and dower in said lands. This sale is on condition that:

whereas, the said F. F. Boles is justly indebted to the said G. A. Brown in the sum of One Hundred and fifty (\$150.00) Dollars Dollars, evidence by Promisory note dated: Jan 10, 1911, for One Hundred and fifty (\$150.00) Dollars (\$150.00) Payable to the order of G. A. Brown, one year after date, executed by F. F. Boles and Ollie Boles, with interest at 10 Per cent Per annum after maturity.

Now if said first parties or any one of them, shall pay said moneys at the time and manner aforesaid, then the above conveyance shall be null and void. And in case of non-Payment of the same or any Part thereof, tax agreement, then the whole shall be at once due and Payable and the said grantee or its assignee, agent or attorney in fact, shall have Power to sell said Property at public sale to the highest bidder for cash at public notice of the time and place of sale having been first given thirty days, by advertising in some newspaper published in said city or by ten Printed or written handbills posted in ten public places in said city, at which sale said grantee or its assignee, agent or attorney in fact, may bid and purchase as any third Person might do. And we hereby authorizes the said grantee or its assigns to convey the said Property to anyone purchasing at said sale; and the recital of this deed of conveyance shall be taken as Prima facie, true. And the proceeds of