

P. P. C. C. L. C. I.

L. P. Matthews and Wife,

To

Mortgage With Power of Sale.

Clark & Bates Lumber Co.,

Know all men by These Presents: That Lawrence P. Matthews for and in consideration of One Dollar to him in hand paid, and the promisee him after set forth do hereby grant, bargain and sell unto Clark & Bates Lumber Co. of Kansas City, Mo. and unto their successors and assigns forever the following property situated in the Millerton and Taylor's Add. to the town of Collinsville Ind. Ind. Sec. five their described as follows: The West half (W 1/2) of E 1/2 of lot no. one (1) and the East half (E 1/2) of W 1/2 of lot no. one (1) in block no. 12. Said lots of above addition are 100 x 140 ft.

To Have and to Hold the same to the said Clark & Bates Lumber Co successors or assigns, together with all and singular the appurtenances and improvements thereto belonging; and he hereby covenants with the said Clark & Bates Lumber Co that he will forever warrant and defend the title to said property against all lawful claims.

And I, Corra A. Matthews wife of the said Lawrence P. Matthews do hereby release unto the said Clark & Bates Lumber Co all my right and dower in and to said lands.

This Sale is on Condition That: Whereas, the said Lawrence P. Matthews is justly indebted to the said Clark & Bates Lumber Co in the sum of Two Hundred and 70/100 or \$200.70 Dollars, evidenced by a promissory note dated June 29, 1906 for Two Hundred Dollars (\$200.00), payable to the order of Clark & Bates Lumber Co in monthly installments as per condition of note, executed by Lawrence P. Matthews with interest at four percent per annum after maturity;

That parties agree to keep the buildings on the above premises constantly insured against loss by fire and to make and cause not less than \$1000.00 and more, if any, payable to second party as interest may appear at the time, and policies delivered to said second party, and to keep all taxes paid. Now if said first parties, or any one of them, shall fail to pay said money at the time and in the manner aforesaid, then the above conveyance shall be null and void. And in case of non payment of same or any part thereof, or a failure to keep said insurance and tax agreements, 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 Collinsville Indian Territory public notice of the time and place of said sale having been first given thirty days by advertising in some newspaper published in said city or by two printed or written handbills posted in two public places in said city at which said grantee or its assignee, agent or attorney in fact, may bid and purchase as any third person might do. And we hereby authorize the said grantee or its assignee to convey said property to any one purchasing at 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 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 grantor. The appointment and right of redemption allowed by law are hereby expressly waived.

Witness their hands and seals this 29th day of June A. D. 1906.

L. P. Matthews (Seal)

Corra A. Matthews (Seal)

Acknowledgment. United States of America, Indian Territory, Northern Judicial District ss. Be it Remembered That on this day came before me, the undersigned a Notary Public within and for the Northern District of the Indian Territory of said duly commissioned and acting as such, L. P. Matthews to me personally well known as the grantor in and within the foregoing deed, and stated that he had executed the same for the consideration and for the purposes mentioned and set forth. And I further certify that on the same day also voluntarily appeared before me the said Corra A. Matthews wife of said L. P. Matthews to me well known, and in the absence of her said husband declared that she had of her own free will signed and sealed the foregoing instrument of deed and in the foregoing deed for the purpose therein mentioned and set forth without compulsion or undue influence of her said husband.

Witness my hand and seal as such Notary Public on this 12th day of July 1906.

(Seal) Northern Dist, Indian Terr.

Thomas W. Taylor,

Notary Public.

My commission expires Aug 31st 1906.

Filed for Record Jul 25, 1906 at 1:00 P.M.

Clark & Bates Lumber Co. Deputy Clerk and Ex-officio Recorder

I, R. P. Harrison, Clerk of the Court and Ex-officio Recorder, hereby certify that the foregoing release known of this mortgage was filed in my office May 16, 1907 at such and a.m. R. P. Harrison, Clerk and Ex-officio Recorder, By Geo. Linton, Deputy.

In consideration of the payment in full of within mortgage the same is hereby released. Kansas City, Mo. April 4, 1907 Clark & Bates Lumber Co. By Edgar W. Clark, President.