

MORTGAGE WITH POWER OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That Chas Harris and Ida Harris his wife for and in consideration of ONE DOLLAR to one in hand paid, and the premises hereinafter set forth do hereby grant, bargain and sell unto J. E. Bradley of Encumbrance N. M. of Indian Territory, and unto his successors and assigns, forever, the following property situated in the

town of Collinsville, Mo.
one two frame house 24x30 and all other appurtenances pertaining thereto situated on Lot 1 Block 7 of the unincorporated town of Collinsville, Mo. according to the Government survey
 To have and to hold the same to the said J. E. Bradley

successors or assigns, together with all and singular the appurtenances and improvements thereunto belonging; and one hereby covenants with the said J. E. Bradley that me will forever warrant and defend the title to said property against all lawful claims.

And I, Ida Harris wife of the said Chas Harris do hereby release unto the said J. E. Bradley all my right and dower in and to said lands. This sale is on condition that:

Whereas the said Chas Harris and Ida Harris his wife justly indebted to the said J. E. Bradley

in the sum of One Hundred and Eighty seven 50
187.50 DOLLARS evidenced by promissory notes dated Nov 2nd 1906 three of them for
62.50 each
for one note due Nov 2nd 1907
One note due May 2nd 1908
One note due Nov 2nd 1908 Dollars (\$ 0) payable to the order of Chas Harris

days after date, executed by Chas Harris with interest at 8 per cent per annum from date

First parties agree to keep the buildings on the above premises constantly insured against loss by fire and tornado in a sum not less than \$ 0, and loss, if any payable to the second party, as interest may appear at that 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 pay said moneys at the time and in the manner aforesaid, then the above conveyance shall be null and void. And in case of non-payment of the same or any part thereof, or failure to keep said insurance or 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 Collinsville, Mo. 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 ten printed or written hand bills 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 I hereby authorize the said grantee or its assigns to convey said property to any one purchasing at said sale; and the recitals of this 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 appraisalment and the right of redemption allowed by law are hereby expressly waived.

Witness our hands and seal 25 day of Oct A.D., 1907
Charlie Harris [SEAL]
Ida Harris [SEAL]

ACKNOWLEDGMENT

UNITED STATES OF AMERICA, INDIAN TERRITORY, WESTERN JUDICIAL DISTRICT. SS.

BE IT REMEMBERED, That on this day came before me, the undersigned, a Notary Public, within and for the Western District of the Indian Territory aforesaid, duly commissioned and acting as such, Charlie Harris

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 purposes therein mentioned and set forth.

And I further certify that on the same day, also voluntarily appeared before me, the said Ida Harris wife of said Charlie Harris 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 relinquishment of dower in the foregoing deed for the purposes 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 25th day of Oct 1907
Thomas D. Taylor [SEAL] Notary Public.
 My commission expires Sept 5th 1907

Filed for Record Oct 26 1907 at 8 o'clock AM Otis Lorton
 Deputy Clerk & Ex-Officio Recorder.