

No. 1993

P. D. M.
P. L.
C. L.
C. D.
C. I.

Ernest Parker and Wife

to

L. W. Matthews

Mortgage, with power of sale, Realty.

Know all Men by these Presents:

That Ernest Parker and Vida Parker (Husband and Wife) for and in consideration of the sum of three hundred thirty seven 60/100 Dollars, to them in hand paid, and the premises hereinafter set forth, do hereby give, bargain and sell unto L. W. Matthews, and unto his heirs and assigns forever, the following property: The West half of Lot number twelve (12) in Block number ten (10) in the town of Vera, D. T. According to the Government Plat thereof. And hereby covenants with the said L. W. Matthews, that they will forever warrant and defend the title to said property against all lawful claims.

And Vida Parker, wife of the said Ernest Parker for the consideration of said 60/100 Dollars, do hereby sell unto the said L. W. Matthews, all her right of dower and homestead in and to the said lands. This sale is on the condition that whereas Parties of the first part are justly indebted unto the said L. W. Matthews in the sum of three hundred thirty seven 60/100 Dollars, evidenced by

One note a copy of which is attached hereto, and made a part hereof.

June 5-1906 after date, I, W. O. Matthews, promise to pay to the order of L. W. Matthews three hundred thirty seven 60/100 Dollars Payable at the Citizens Bank, Vera, D. T. for value received, with interest at 5 per cent per annum from maturity until paid. The maker and endorser of this note hereby severally waive presentment for payment, notice of non-payment, protest and notice thereof and consent that the time of payment may be extended without notice, and from the date of the judgment may be taken for an additional \$15.00 and 10 per cent of the amount to pay attorneys fees, and any attorney of record is hereby authorized to appear and compel judgment for us in favor of the holder for the amount due, with costs, expenses and attorney fees, hereby waiving all errors and rights of appeal, all benefits under exemption laws affecting priority, and all stay, valuation and appraisal laws of this territory.

P. O. Address Vera, D. T.

Ernest Parker,
Vida Parker

Now, if Parties of the first part shall pay said money, at the times and in the manner aforesaid, then the above conveyance shall be null and void. And in case of non-payment, then the said grantor or his assignee shall have power to sell said property at public sale, to the highest bidder for cash, at Vera, D. T. being in the Western Judicial & the twenty-eighth recording district, of the Indian Territory, public notice of the time and place of said sale having first been given - days by advertising in some newspaper published in said district, by at least two insertions, or by notices posted in two public places in the district, at which sale the said grantor or his assignee may bid and purchase as any third person might do and hereby authorizes the said grantor or assignee to convey said property to anyone purchasing at said sale, and to convey an absolute title thereto, and the records 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 grantor. We hereby waive any and all rights of redemption or exoneration under the laws of the State of Arkansas, and especially of redemption under the Act of General Assembly of the State of Arkansas, approved May 5, 1897.

Witness our hands and seal on this 5th day of December, 1906.

Ernest Parker, (Seal)

Vida Parker, (Seal)

Acknowledgment, Western Judicial Dist. Indian Territory, Twenty-eighth Recording Dist. 33, Re. It is remembered that on this day came before me, the undersigned, a Notary Public within and for the district aforesaid, duly commissioned and acting, Ernest Parker and Vida Parker, the grantors in the foregoing deed, and related that he had executed the same for the consideration and purposes therein mentioned and set forth. And, on the same day, also voluntarily appeared before me the said Vida Parker, wife of the said Ernest Parker, to my well known, and in the absence of her husband, testified and declared that she had of her own free will executed said deed, and signed and sealed the foregoing instrument of conveyance and Homestead in the foregoing deed for the purposes and considerations therein mentioned and set forth, without any fraud or undue influence of her husband.

Witness my hand and seal as such Notary Public this 5th day of December, 1906.

My commission expires Sept 20th, 1910.

Eli Barr
Notary PublicFiled for Record Dec 31, 1906 at 8⁰⁰ a.m.

This Lot

Lefty Amos Ex-officio Recorder