



J. E. Gorham, et al }
to
J. W. Chandler

Mortgage With Power of Sale. Realty

Know All Men by these Presents, That J. E. Gorham & Judith W. Gorham, his wife for and in consideration of the sum of Ninety three (\$93.00) Dollars, to us in hand paid, and the premises hereinafter set forth do hereby grant, bargain and sell unto J. W. Chandler and unto his heirs and assigns forever, the following property: Second mortgage on Lot one (1) Block four (4) and dwelling thereon 16 x 20 one and one half story high and appurtenances thereto belonging in Town of Hillside Indian Territory, we hereby covenant with the said J. W. Chandler that we will forever warrant and defend the title to said property against all lawful claims. And Judith W. Gorham, wife of the said J. E. Gorham for the consideration aforesaid does hereby release unto the said J. W. Chandler all her right of dower and homestead in and to the said lands.

The sale is on the condition that whereas J. E. Gorham justly indebted unto said J. W. Chandler in the sum of Ninety three Dollars, evidenced by one promissory note date July 10th 1906 for \$93.00 at 5% interest from date for twelve months due July 10th 1907.

Now, if they shall pay said moneys, 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 assignee shall have power to sell said property at public sale, to the highest bidder, for cash, at Hillside, Indian Territory, 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 public places in the district, at which sale the said grantor or his assignee may bid or purchase as any third person might do. We hereby authorize the said grantor or assignee to convey said property to anyone purchasing at said sale, and to convey an absolute title thereto 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 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 appraisal or redemption 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 6, 1899.

Witness our hands and seals on this 10th day of July 1906.

J. E. Gorham (Seal)

Judith W. Gorham (Seal)

Acknowledgment

Indian Territory } ss.
28th Recording Dist.

J. E. Gorham } ss.
Judith W. Gorham }

Be it Remembered that on this day came before me, the undersigned, a Notary Public within and for the district aforesaid, duly commissioned and acting J. E. Gorham to me well known as the grantor in the foregoing deed, and stated that he had executed the same for the consideration and purpose therein mentioned and set forth.

And on the same day, also voluntarily appeared before me the said Judith W. Gorham, wife of the said J. E. Gorham to me well known, and in the absence of her said husband, stated and declared that she had of her own free will executed said deed, and signed and sealed the relinquishment of Dower and Homestead in the foregoing deed for the purpose and consideration therein mentioned, contained and set forth, without compulsion or undue influence of her said husband.

Witness my hand and seal as such Notary Public this 10th day of July 1906.

(Seal) Notary Public, Northern Dist. Ind. Ter. My commission expires Jan 7, 1908.

C. W. Richardson

Filed for record July 11, 1906, at 9:00 a.m.

Otis Lorton
Deputy Clerk & Ex-Officio Recorder.