

COMPARED

No. 1468.

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

Lewis S. Brooks

to

S. M. Ulrich

Mortgage, with power of sale.

Know All Men By These Presents That, Lewis S. Brooks of Vera, D.T. for and in consideration of the sum of Sixty Five (\$65.00) Dollars, to him in hand paid, and the premises herein after set forth, does hereby grant, bargain and sell unto S. M. Ulrich of Vera D.T. and unto his heirs and assigns forever, the following property, to wit: No 12 and 13 in Block 1 in Bayona Addition to the town of Vera, D.T. and all Buildings and Improvements Thereon.

I do hereby covenant with the said S. M. Ulrich, that he will forever warrant and defend the title to said property against all lawful claims, And Armenta B. Brooks wife of the said Lewis S. Brooks for the consideration of said does hereby release unto the said S. M. Ulrich all her right of dower and Homestead in and to the said lands.

The sale is on the condition that, whereas Lewis S. Brooks is justly indebted unto said S. M. Ulrich in the sum of Sixty Five Dollars, evidenced by a note of loan Date Bearing 8 Per Cent for \$65.00 and due the 13th day of November 1906.

Now, if Lewis S. Brooks 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 grantee or assignee shall have power to sell said property at public sale, to the highest bidder for cash, at Vera D.T. in the 25th Reading District of the Indian Territory, public notice of the time and place of said sale having first been given 15 days by advertising in some newspaper published in said district by at least two consecutive or by notices posted in public places in the district, at which sale the said grantee or assignee may bid and purchase as any third person might do. I hereby authorize the said grantee or assignee to convey said property to anyone purchasing at said sale, and to convey an absolute title thereto, 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 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 appurtenment and redemption under the laws of the State of Arkansas, and especially of said State under the Act of General Assembly of the State of Arkansas, approved May 8, 1897.

Witness our hands and seals on this 13th day of November, 1906.

Armenta Brooks (Seal)

Lewis S. Brooks (Seal)

Acknowledgment. Indian Territory Western Recording Dist. 33. Lewis S. Brooks Armenta Brooks } ss.
Best Reminded that on this day came before me the undersigned a Notary Public within and for the District aforesaid duly commissioned and acting, the fore named Persons to me well known as the grantor in the foregoing deed, and stated that they 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 Armenta Brooks, wife of the said Lewis S. Brooks 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 purposes and considerations therein mentioned, contained and set forth, without any coercion or undue influence of her said husband.

Witness my hand and seal as such Notary Public this 13th day of November 1906.

(Seal) Western Dist. Choctaw Nation Ind. Ter.

Eli Carr.

My commission expires Sept 20th 1910

Filed for Record Nov. 14, 1906, at 8:00 A.M.

Elio Lorton

Deputy Clerk and Ex-officio Recorder.