

F. D. 123
C. L.

1560
MORTGAGE WITH POWER OF SALE.

COMPLETED 559

KNOW ALL MEN BY THESE PRESENTS:

That we, E. W. Craig and Alice A. Craig, his wife, Broken Arrow, Indian Territory
for and in consideration of ONE hundred fifty three dollars in hand paid, and the premises hereinafter set forth do hereby grant, bargain sell and convey unto

J. D. Walker
Indian Territory, and unto his heirs and assigns, forever, the following property situated in namely: Lots 1, 2 and
Easterly 18 feet of lot 3 in block 32 in the town of Broken Arrow, I. T.
This mortgage is made subject to a mortgage for \$600 payable to James
Arrowsmith

To have and to hold the same to the said

and we hereby covenant with the said J. D. Walker that we will forever warrant and defend the title to said property against all lawful claims.

And I, Alice A. Craig wife of the said E. W. Craig
do hereby release all my right and dower in and to said lands. This sale is on condition that

Whereas, the said E. W. Craig and Alice A. Craig, his wife
justly indebted to the said J. D. Walker in the sum of

One hundred fifty three DOLLARS,

evidenced by a promissory note of even date herewith by which promise to pay to the order of for \$153 payable to
the order of J. D. Walker and signed by E. W. Craig and Alice A. Craig and due Dollars (\$

for value received 6 months days after date executed by with interest thereon at the rate of 8% per annum

with from date per cent interest per annum after

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 \$
and loss, 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 E. W. Craig and Alice A. Craig 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 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 his assignee, agent or attorney-in-fact, shall have power to sell said property at public sale, to the highest bidder for cash at the front door of the court house in
the city of Broken Arrow, in the 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 printed or written hand bills posted in the neighborhood of said premises as provided by sections 3049 and 4356, Mansfield's
Digest of Laws of Arkansas at which sale the said grantee or his assignee, agent or attorney-in-fact, may bid and purchase as any third person might do.

And we hereby authorize the said grantee or his assignee to convey said property to anyone 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, 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 homestead exemption and right of redemption allowed by law are hereby

expressly waived
WITNESS in witness whereof, we have set 20th day of November A. D. 1906

(Seal) E. W. Craig (Seal)
(Seal) Alice A. Craig (Seal)

Acknowledgment.

UNITED STATES OF AMERICA, } ss:
INDIAN TERRITORY,
Western Judicial District.

BE IT REMEMBERED: That on this day came before me, the undersigned, a Notary Public, within and for the Western Judicial District of the Indian
Territory aforesaid, duly commissioned and acting as such, E. W. Craig and Alice A. Craig, his wife to me personally well

known as the grantor in and within the foregoing Deed, and stated that they 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 Alice A. Craig
wife of said E. W. Craig 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 consideration and purposes therein mentioned and set forth, without com-
pulsion or undue influence of her said husband.

WITNESS my hand and seal as such Notary Public on this 20th day of November 1906

(SEAL) Western Dist. I. T. Arthur Farmer Notary Public.

My commission expires Jan. 17, 1909

Filed for record Nov. 22, 1906, at 1 o'clock P.m.

Oliver Lorton
Deputy Clerk and Ex. Officer Recorder