

1546

MORTGAGE WITH POWER OF SALE.

561

KNOW ALL MEN BY THESE PRESENTS:

That W. H. Redman for and in consideration of ONE DOLLAR to 250.00 in hand paid, and the premises hereinafter set forth do hereby grant, bargain ^{and} sell and convey unto

J. K. Howell of Wealaka Indian Territory, and unto his successors and assigns, forever, the following property situated in the County of Wealaka and Sec.

One gray mule about eight years old weighs about 1000 lbs and one black mule about eight years old both mare mules and Brown Cow left jaw

To have and to hold the same to the said J. K. Howell his successors or assigns, together with all and singular the appurtenances and improvements thereunto belonging; and I hereby covenant with the said J. K. Howell that I will forever warrant and defend the title to said property against all lawful claims.

And I, Lena Redman wife of the said W. H. Redman do hereby release all my right and dower in and to said lands. This sale is on condition that:

Whereas, the said W. H. Redman justly indebted to the said J. K. Howell in the sum of Two hundred fifty and no/100 DOLLARS, evidenced by promissory note of even date herewith by which promise to pay to the order of J. K. Howell the sum of for two hundred fifty & no/100 Dollars (\$ 250.00) payable to the order of J. K. Howell for value received Eight months days after date, executed by W. H. Redman with interest at 8 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 said first parties, or anyone for 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 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 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 ten printed or written hand bills posted in ten public places in said city 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 I hereby authorize the said grantee or his assigns to convey said property to anyone 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 household appraisement and right of redemption allowed by law are hereby expressly waived.

WITNESS my hand and seal this 20 day of Nov A. D., 1906
W. H. Redman (Seal)
Lena Redman (Seal)

Acknowledgment.

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

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, W. H. Redman 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 Lena Redman wife of said W. H. Redman 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 therein expressed for the consideration and purposes herein mentioned and set forth, without compulsion or undue influence of her said husband.

WITNESS my hand and seal as such Notary Public on this 20 day of Nov 1906
Wm. L. Gilcrease Notary Public.

(SEAL) Wm. L. Gilcrease
 My commission expires July 13, 1909

Filed for record Nov. 22 1906, at 8 o'clock A. m.
Otis Lorton
 Deputy Clerk & Ex. Officer's Recorder