

MORTGAGE WITH POWER OF SALE.

KNOW ALL MEN BY THESE PRESENTS:

That Warren B. Erwin and Stella Erwin his wife
for and in consideration of ONE DOLLAR to them in hand paid, and the premises hereinafter set forth do hereby grant, bargain ^{and} sell and convey unto First National Bank of Collinsville

Indian Territory, and unto its successors, heirs and assigns, forever, the following property situated in the town of Collinsville Indian Territory, to wit: Total 5.75 fifteen and the east half of lot (14) fourteen, Block (58) fifty eight, according to the government survey of said town

To have and to hold the same to the said First National Bank of Collinsville, D.I.
its successors, heirs or assigns, together with all and singular the appurtenances and improvements thereunto belonging; and
We hereby covenant with the said First National Bank of Collinsville, D.I. that we will forever warrant and defend the title to said property against all lawful claims.

And I, Stella Erwin wife of the said Warren B. Erwin
with the said First National Bank of Collinsville, D.I.
do hereby release all my right and dower in and to said lands. This sale is on condition that:

Whereas, the said Warren B. Erwin and Stella Erwin
justly indebted to the said First National Bank of Collinsville, D.I. in the sum of
Five Hundred 00/100 DOLLARS,
evidenced by promissory note of even date herewith by which promise to pay to the order dated Nov. 1, 1906

payable to the order of First National Bank of Collinsville D.I. Ninety Dollars (\$ 500.00)
for value received days after date, executed by Warren B. Erwin and Stella Erwin
with interest at eight per cent interest per annum after maturity.

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 \$ 300.00
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 First National Bank of Collinsville 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 the printed or written hand bills posted in the public places in said city, as provided by Sections 349 and 4350, Manfield'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 assigns 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, 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 homestead apportionment and right of redemption allowed by law are hereby expressly waived

WITNESS our hand and seal this first day of November A. D., 1906

(Seal)

W. B. Erwin

(Seal)

(Seal)

Mrs. Stella Erwin

(Seal)

Acknowledgment.

UNITED STATES OF AMERICA,
Indian Territory,
County of Los Angeles District.
State of California

BE IT REMEMBERED: That on this day came before me, the undersigned, a Notary Public, within and for the County of Los Angeles California
Territory aforesaid, duly commissioned and acting as such, Warren B. Erwin 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 Stella Erwin
wife of said Warren B. Erwin 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 under the foregoing deed expressed for the consideration and purposes therein mentioned and set forth, without compulsion or undue influence of her said husband.

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

[SEAL] Los Angeles Co. Cal.James R. Higgins

Notary Public.

My commission expires May 22nd, 1908

Filed for record Nov. 1, 1906, at 2 o'clock P. m.

Chas. LortonDeputy Clerk and ex-officio Recorder