

# MORTGAGE WITH POWER OF SALE.

565

## KNOW ALL MEN BY THESE PRESENTS:

That J. A. Keltner a single man of Collinsville, I. T.  
for and in consideration of ONE DOLLAR to him in hand paid, and the premises hereinafter set forth do hereby grant, bargain <sup>and</sup> sell ~~and convey~~ unto  
First National Bank of Collinsville, I. T. of

Indian Territory, and unto its successors, heirs and assigns, forever, the following property situated in the  
Incorporated town of Collinsville I. T. to wit: Lots four (4) five (5) six (6) seven (7) and eight (8) in block  
Eighty nine (89) according to the government survey of said town.

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

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

Whereas, the said J. A. Keltner  
justly indebted to the said First National Bank of Collinsville, I. T. in the sum of  
Eighty one 00/100 DOLLARS,  
evidenced by promissory note of even date herewith by which promise to pay to the order of dated Oct 22<sup>nd</sup> 1906

payable to the order of First National Bank of Collinsville, I. T. the sum of for Eighty one 00/100 Dollars (\$ 81.00)  
in full of said debt ninety days after date, executed by J. A. Keltner

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 \$            
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, I. T. 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 3099 and 4056, 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 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 appraisalment and right of redemption allowed by law are hereby  
expressly waived.

WITNESS my hand and seal this 22<sup>th</sup> day of Oct A. D., 1906  
E. C. Johnson (Seal) J. A. Keltner (Seal)

## Acknowledgment.

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

BE IT REMEMBERED: That on this day came before me, the undersigned, a Notary Public, within and for the Nottingham District of the Indian  
Territory aforesaid, duly commissioned and acting as such, J. A. Keltner a single man 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 wife of said 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 for the consideration and purpose 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 22<sup>th</sup> day of Oct 1906  
[SEAL] Nottingham District, Indian Territory. E. C. Johnson Notary Public.  
My commission expires March 1<sup>st</sup> 1910

Filed for record Nov 3, 1906 at 8 o'clock a m.

Oliver Lorton  
Deputy Clerk & ex-officio Recorder