

P.D.
F. 1221
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COMPARED

No. 1440.

567

MORTGAGE WITH POWER OF SALE.

KNOW ALL MEN BY THESE PRESENTS:

That Frank R. Evans
One hundred seventy two and 25/100 Dollars
for and in consideration of one dollar to me in hand paid, and the premises hereinafter set forth do hereby grant, bargain, sell and convey unto
John H. Middleton of Collinsville
Indian Territory, and unto his successors and assigns, forever, the following property situated in the Middleton & Taylor addition to the town
of Collinsville, Cherokee Nation, Indian Territory, to-wit:
Lot seven (7), and the East half of Lot Six (6), all in Block Nine (9).

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

And I, Annie E. Evans wife of the said Frank R. Evans
with the said John H. Middleton,
do hereby release all my right and dower in and to said lands. This sale is on condition that:

Whereas, the said Frank R. Evans
justly indebted to the said John H. Middleton, in the sum of
One hundred seventy two and 25/100 (\$172.25) DOLLARS,
evidenced by promissory note of even date herewith by which promise to pay to the order dated November 8th, 1906,

payable to the order of John H. Middleton the sum of one hundred seventy two and 25/100 Dollars (\$172.25)
March 8th, 1907, days after date, executed by Frank R. Evans and wife Annie E. Evans
with interest at 8 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 \$ 2,000.00
and loss, if any, payable to second party, as interest may appear at the time, and polices 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 Post Office
in the city of Collinsville, I.T. after 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 3049 and 4956, 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 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 and right of redemption allowed by law are hereby
expressly waived.

WITNESS our hand and seal this 8th day of November A. D., 1906.

(Seal)

Frank R. Evans

(Seal)

(Seal)

Annie E. Evans

(Seal)

Acknowledgment.

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

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, Frank R. Evans 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 Annie E. Evans
wife of said Frank R. Evans 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 and 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 8th day of November 1906.

(SEAL) Western District, Indian Territory.

Thomas W. Taylor

Notary Public.

My commission expires Aug. 5th, 1910.

Filed for record Nov. 12, 1906, at 1 o'clock P. m.

Attorney
Clarity Clerk & Ex-officio Recorder.