

MORTGAGE WITH POWER OF SALE.

573

P. D. 111.
C. L.
C. D.
C. I.

KNOW ALL MEN BY THESE PRESENTS:

That J. J. Holt
for and in consideration of ONE DOLLAR to him in hand paid, and the premises hereinafter set forth do hereby grant, bargain and convey unto
A. M. Lave of Broken Arrow, Indian Territory
Indian Territory, and unto his successors, heirs and assigns, forever, the following property situated in

Lots Number Twenty (20), Twenty-one (21) in Block Number Twenty-one (21), in the Town of
Broken Arrow, Indian Territory

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

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

Whereas, the said J. J. Holt and Allie S. Holt
justly indebted to the said A. M. Lave in the sum of

Five Hundred & no/100 DOLLARS,
evidenced by promissory note of even date herewith by which promise to pay to the order dated December 5th 1906

for value received to the order of A. M. Lave on May 5th 1907
Days after date, executed by J. J. Holt and Allie S. Holt

with interest at 5 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 \$ 500.00
and loss, if any, payable to second party, as interest may appear at the time, and to be 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 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
Broken Arrow, 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 3265, McNesfield'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 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 homestead and right of redemption allowed by law are hereby
expressly waived

WITNESS our hand and seal this 5th day of December A. D., 1906

J. J. Holt (Seal)
Allie S. Holt (Seal)

Acknowledgment.

UNITED STATES OF AMERICA,
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 District of the Indian
Territory aforesaid, duly commissioned and acting as such, J. J. Holt 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 Allie S. Holt
wife of said J. J. Holt 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 5th day of December 1906

[SEAL] Western Judicial District J. S. Hurd Notary Public.

My commission expires January 12th, 1907

Filed for record Dec. 7, 1906, at 1⁰⁰ o'clock P. M.

Miss Lorton
Deputy Clerk, Tax Office, Broken Arrow