

MORTGAGE WITH POWER OF SALE.

KNOW ALL MEN BY THESE PRESENTS:

That Amos Henry and Sarah A. Henry
for and in consideration of ONE DOLLAR to them in hand paid, and the premises hereinafter set forth do hereby grant, bargain, sell and convey unto
W. H. Forbes of Highland, Kansas

Indian Territory, and unto his heirs and assigns, forever, the following property situated in The Creek Nation, Ind. Ter., and described as the North Half (N. 1/2) of the North West Quarter (N.W. 1/4), of Section Thirteen (13), Township Eighteen, North Range, 18 East, containing 80 acres more or less.

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

And I, Sarah A. Henry wife of the said Amos Henry do hereby release all my right and dower in and to said lands. This sale is on condition that:
Whereas, the said Amos Henry and Sarah A. Henry are justly indebted to the said W. H. Forbes in the sum of Fifteen Hundred (\$1500) DOLLARS, evidenced by three promissory notes of even date herewith by which we promise to pay to the order of W. H. Forbes the sum of Fifteen Hundred Dollars Dollars (\$1500) for value received three years days after date executed by Amos Henry and Sarah A. Henry with eight per cent interest per annum after date.

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 Highland, Kansas, 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 six printed or written hand bills posted in six 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 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 26th day of December A. D., 1906

(Seal)

Amos Henry

(Seal)

(Seal)

Sarah A. Henry

(Seal)

Acknowledgment.

UNITED STATES OF AMERICA, }
INDIAN TERRITORY, }
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, Amos Henry and Sarah A. Henry to me personally well

known as the grantor in and within the foregoing Deed, and stated that they 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 Sarah A. Henry wife of said Amos Henry 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 4th day of January 1907

(SEAL) Western District, Ind. Ter.

J. S. Hand

Notary Public.

My commission expires Jan 13, 1907

Filed for record Jan 2, 1907, at 6 o'clock A. M.

Oliver LintonDeputy Clerk & Official Recorder.