

P.D. 22  
P.L.  
C.L.  
C.D.  
C.I.

COPIED  
No 2078  
**MORTGAGE WITH POWER OF SALE.**

581

**KNOW ALL MEN BY THESE PRESENTS:**

That William A. Roach & Luvena Roach, husband and wife, and George W. Crane and Isabell Crane, husband and wife,  
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  
Amos C. Fay of Collinsville  
Indian Territory, and unto their successors, heirs and assigns, forever, the following property situated in the incorporated town of Collinsville, to-wit:  
Lots (10) and (11) Block (42) 1st 7th, according to the approved government survey of said town.

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

And I, Luvena Roach, wife of William A. Roach and Isabell Crane, wife of the said George W. Crane  
do hereby release all right and dower in and to said lands. This sale is on condition that:

Whereas, the said William A. & Luvena Roach and George W. & Isabell Crane  
justly indebted to the said Amos C. Fay in the sum of  
Six Hundred 00/100 DOLLARS,  
evidenced by three promissory notes of even date herewith by which promise to pay to the order of dated December 25th 1906

payable to the order of Amos C. Fay, January 1st 1908, January 1st 1909 and January 1st 1910  
the sum of Two Hundred 00/100 Dollars each  
with interest at eight per cent interest per annum after date, until paid.  
days after date, executed by William A. Roach, Luvena Roach and George W. Crane  
and Isabell Crane

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 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 First National Bank  
in the city 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 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 appraisal and right of redemption allowed by law are hereby  
expressly waived

WITNESS my hand and seal this 25th day of December A. D., 1906

E. C. Johnson

(Seal)

William A. Roach

(Seal)

E. C. Johnson

(Seal)

Luvena Roach

(Seal)

George W. Crane

Isabell Crane

**Acknowledgment.**

**UNITED STATES OF AMERICA,**  
INDIAN TERRITORY,  
Northern District. } ss:

BE IT REMEMBERED: That on this day came before me, the undersigned, a Notary Public, within and for the Northern District of the Indian  
Territory aforesaid, duly commissioned and acting as such, William A. Roach & George W. Crane of Collinsville, I.T. 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 Luvena Roach, and Isabell Crane of Collinsville, I.T.  
wife of said Roach and Crane 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 25th day of December 1906

(SEAL) William A. Roach, Indian Territory

E. C. Johnson

Notary Public.

My commission expires March 1st 1908

Filed for record Jan 2 1907 at 3 o'clock A. M.

Otto Fortin  
County Clerk & Ex-officio Recorder.