

MORTGAGE WITH POWER OF SALE.

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

KNOW ALL MEN BY THESE PRESENTS:

That James W. Ward and Eva G. Ward husband and wife
for and in consideration of ONE DOLLAR to them in hand paid, and the premises hereinafter set forth do her by grant, bargain, sell and convey unto E. C. King of Collinsville
Indian Territory, and unto his successors, heirs and assigns, forever, the following property situated in the incorporated town of Collinsville
Indian Territory to wit: Lot (S. 1.) Twenty one Block (45) and Lot (1) One Block (45) right according to the approved
government survey of said town.

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

And I, Eva G. Ward wife of the said James W. Ward
with the said E. C. King
do hereby release all my right and dower in and to said lands. This sale is on condition that:

Whereas, the said James W. Ward and Eva G. Ward are
justly indebted to the said E. C. King in the sum of
Seven Hundred 00/100 DOLLARS,
evidenced by promissory note of even date herewith by which promises to pay to the order of dated Jan 5th 1902
the sum of seven hundred 00/100 Dollars (\$ 700.00)
payable to the order of E. C. King his successors, heirs or assigns on or before the 1st day of Jan 1902
for value received.

with interest at eight per cent interest per annum after date until paid
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 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 any printed or written hand bills posted in any 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 appraisement and right of redemption allowed by law are hereby
expressly waived

WITNESS our hand and seal this 7th day of Jan A. D., 1902

(Seal)

James W. Ward

(Seal)

(Seal)

Eva G. Ward

(Seal)

Acknowledgment.

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

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, James W. Ward of Collinsville, I.T. 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 Eva G. Ward of Collinsville, I.T.
wife of said James W. Ward 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 which began with 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 7th day of January 1902

[SEAL] Northern District, Indian Territory,

E. C. Johnson

Notary Public.

My commission expires March 15th, 1902

Filed for record Jan 7, 1902, at 3:10 o'clock P. m.

The Lorton
Deputy Clerk & Ex Officio Recorder