

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

COMPARED
No. 2375
MORTGAGE WITH POWER OF SALE.

591

KNOW ALL MEN BY THESE PRESENTS:

That Charles B. Brown
for and in consideration of ONE DOLLAR to K. Hinkle in hand paid, and the premises hereinafter set forth do hereby grant, bargain and convey unto K. Hinkle of Vera Indian Territory, and unto his successors heirs and assigns, forever, the following property situated in the town of Vera, S.D. Cherokee Nation, Lot 3 and 4 in Block 13 according to Government Plat

To have and to hold the same to the said K. Hinkle his successors heirs and assigns, together with all and singular the appurtenances and improvements thereunto belonging; and I hereby covenant with the said K. Hinkle of Vera, S.D. that I will forever warrant and defend the title to said property against all lawful claims.

And I, Clara B. Brown wife of the said Charles B. Brown do hereby release all my right and dower in and to said lands. This sale is on condition that:

Whereas, the said Charles B. Brown is justly indebted to the said K. Hinkle of Vera, S.D. in the sum of Two hundred fifty and no/100 DOLLARS, evidenced by promissory note of even date herewith by which payable to pay to the order of dated January 17-1902 the sum of for Two hundred fifty and no/100 Dollars (\$ 250.00) payable to the order of K. Hinkle Six months after date, executed by Charles B. Brown and Clara B. Brown with interest at 6 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 \$1000 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 such property at public sale, to the highest bidder for cash at the front door of the court house in the city of Vera, S.D. 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 two 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 I 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 their hand and seal this 17 day of January A. D., 1902
Seal) Charles B. Brown (Seal)
Seal) Clara B. Brown (Seal)

Acknowledgment.

UNITED STATES OF AMERICA, }
INDIAN TERRITORY, }
Western Judicial 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, Charles B. Brown 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 Clara B. Brown wife of said Charles B. Brown 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 purpose therein mentioned and set forth, without compulsion or undue influence of her said husband.

WITNESS my hand and seal as such Notary Public on this 17 day of January 1902
[SEAL] Notary Public, Cherokee Nation, S.D. Ter. Eli Carr Notary Public.
My commission expires Sept 25th 1910

Filed for record Jan 20 1902 at 8:00 o'clock a.m.

Wm. Lorton
Deputy Clerk & ex-officio Recorder.