

MORTGAGE WITH POWER OF SALE.

KNOW ALL MEN BY THESE PRESENTS:

That Albert P. Terrell and Flora A. Terrell 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 ^{and} sell ~~and convey~~ unto
Amos C. Troy of Collinsville
Indian Territory, and unto his successors heirs and assigns, forever, the following property situated in

incorporated town of Collinsville Indian Territory;
Lot thirteen (13) Block forty seven (47) according to the approved government survey of said town.

To have and to hold the same to the said Amos C. Troy
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. Troy that we will forever warrant and defend the title to
said property against all lawful claims.

And I, Flora A. Terrell wife of the said Albert P. Terrell
do hereby release all my right and dower in and to said lands. This sale is on condition that:

Whereas, the said Albert P. and Flora A. Terrell are
jointly indebted to the said Amos C. Troy in the sum of

Twenty One Hundred Ninety - 90/100 DOLLARS,
evidenced by three promissory notes dated February 1st 1907 as follows: one note dated Feb. 1st 1907, due Jan 1st 1908 for \$750.00
one note dated Feb. 1st 1907 due Jan 1st 1909 for \$750.00 one note dated Feb. 1st 1907 due Jan 1st 1910 for \$750.00
the sum of the sum of Dollars (\$ 2190.00)
payable to the order of Amos C. Troy
the value received days after date executed by Albert P. and Flora A. Terrell, Willie C. Wra, and Pearl Terrell,

with interest at eight per cent interest per annum from 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 policy 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 National Bank of} ~~of the court house in~~
Collinsville Indian Territory, 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 3356, 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~~ ap. raise ment and right of redemption allowed by law are hereby
expressly waived

WITNESS our hand and seal this 11th day of Feb A. D., 1907

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, Albert P. Terrell, 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 Flora A. Terrell of Collinsville, I. T.
wife of said Albert P. Terrell 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 com-
pulsion or undue influence of her said husband.

WITNESS my hand and seal as such Notary Public on this 11th day of Feb 1907

[SEAL] Northern District, Indian Territory.

E. C. Johnson

Notary Public.

My commission expires March 13th, 1908

Filed for record Feb. 13, 1907, at 5:00 o'clock A. m.

Oliver Lorton
Deputy Chief Tax-Office Recorder.

For value received, I acknowledge satisfaction and payment in full of the
within mortgage, and same is hereby released.