

R. B. Carter
P. L.
C. L.
C. D.
C. I.

COMPARED

No 2686

599

MORTGAGE WITH POWER OF SALE.

KNOW ALL MEN BY THESE PRESENTS:

That Thomas A. Hawkins
for and in consideration of ONE DOLLAR to him in hand paid, and the premises hereinafter set forth do hereby grant, bargain, sell and convey unto
R. B. Carter 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: Lots five (5) six (6) and seven (7) Block Forty-two (42) according to the approved government of said town.

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

And I, Sarah Hawkins wife of the said Thomas A. Hawkins
do hereby release all my right and dower in and to said lands. This sale is on condition that:

Whereas, the said Thomas A. Hawkins
justly indebted to the said R. B. Carter in the sum of
Two Hundred and twenty five 00/100 DOLLARS,
evidenced by promissory note of even date herewith by which promise to pay to the order of dated Feb. 11th 1902

the sum of Two Hundred and twenty five 00/100 Dollars (\$225.00)
payable to the order of R. B. Carter
Oct 20th 1902 days after date executed by Thomas A. Hawkins and Sarah Hawkins
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 court house in 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 ten printed or written hand bills posted in ten public places in said city as provided by Sections 3039 and 4350, Dunfield'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 appraisalment and right of redemption allowed by law are hereby expressly waived

WITNESS our hand and seal this 11th day of Feb, A. D., 1902.

Witness to mark

E. B. Johnson

(Seal)

Thomas A. Hawkins

(Seal)

Martha Bennett

(Seal)

Sarah Hawkins

(Seal)

Acknowledgment.

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

BE IT REMEMBERED: That on this day came before me, the undersigned, a Notary Public, within and for the Nottingham District of the Indian Territory aforesaid, duly commissioned and acting as such, Thomas A. Hawkins of Collinsville, D. 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 Sarah Hawkins of Collinsville, D. T. wife of said Thomas A. Hawkins 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 11th day of Feb, 1902

[SEAL] Nottingham District, Indian Territory.

E. B. Johnson

Notary Public.

My commission expires March 15th, 1902

Filed for record Feb. 13, 1902, at 8:12 o'clock A. M.

Otto Linton
Deputy Clerk & Ex-officio Recorder.