

## MORTGAGE WITH POWER OF SALE.

## KNOW ALL MEN BY THESE PRESENTS:

That Edward J. Smith and wife Viola E. Smith  
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, I. T.  
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 three (3) Block ninety (90) according to the approved government survey 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  
I R. B. Carter 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, Viola E. Smith wife of the said Edward J. Smith  
do hereby release unto the said R. B. Carter all my right and dower in and to said lands. This sale is on condition that:

Whereas, the said Edward J. Smith  
justly indebted to the said R. B. Carter in the sum of  
One Hundred and Forty One 50/100 DOLLARS,  
evidenced by two promissory notes dated Feb 11th, for Forty one 50/100 Dollars due May 11th, 1902, Feb 11th for One hundred 50/100  
Dollars due Oct 20th 1902, payable to the order of R. B. Carter  
for value received, the sum of Dollars (\$ 141.50)  
days after date, executed by Edward J. Smith and Viola E. Smith

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 \$1000 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 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 any printed or written hand bills posted in the public places in said city as provided by Sections 3049 and 4256, 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 11th day of Feb. A. D., 1902.

attest

E. C. Johnson

(Seal)

Edward J. Smith

(Seal)

Viola E. Smith

(Seal)

## Acknowledgment.

UNITED STATES OF AMERICA,  
INDIAN TERRITORY,  
Northern District 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, Edward J. Smith, 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 Viola E. Smith, of Collinsville, I. T. wife of said Edward J. Smith 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] Northern District, Indian Territory,

E. C. Johnson

Notary Public.

My commission expires March 10th, 1902.

Filed for record Feb. 13, 1902, at 6:00 o'clock a. m.

Otis Linton

Deputy Clerk & ex officio Recorder,