

MORTGAGE WITH POWER OF SALE.

KNOW ALL MEN BY THESE PRESENTS:

That we, G. A. Smith and Lulu M. Smith, his wife and H. D. Farley, an unmarried man
 of Broken Arrow, Indian Territory, the sum of thirteen hundred
 for and in consideration of ONE DOLLAR to us in hand paid, and the premises hereinafter set forth do hereby grant, bargain sell and convey unto

J. M. Cutchfield, or
 Indian Territory, and unto his heirs and assigns, forever, the following property situated in namely: The north half of
the south east quarter and the south east quarter of the south east quarter of Section 2;
and the west half of the north west quarter of Section 14 Township 19 North, Range 14
East, Creek Nation, I. T.

To have and to hold the same to the said

heirs or assigns, together with all and singular the appurtenances and improvements thereunto belonging; and
 and we hereby covenant with the said J. M. Cutchfield that will forever warrant and defend the title to
 said property against all lawful claims. Subject to a mortgage for \$2500. to C. F. Lynde, trustee.

And I, Lulu M. Smith wife of the said G. A. Smith
 do hereby release all my right and dower in and to said lands. This sale is on condition that

Whereas, the said G. A. Smith and H. D. Farley are
 justly indebted to the said J. M. Cutchfield in the sum of
thirteen hundred DOLLARS,

evidenced by a promissory note of even date herewith by which promises to pay to the order of
\$1900.00 with interest thereon the sum of at the rate of 8% per annum from date for the sum of
and signed by G. A. Smith, Lulu M. Smith and H. D. Farley.

with per cent interest per annum after

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 policies delivered to said second party, and to keep all taxes paid.

Now, if said G. A. Smith and H. D. Farley shall pay said money 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
 the city of et Broken Arrow, Creek Nation, 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 six printed or written hand bills posted in the public places in said city as provided by Sections 3449 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 of said grantor and right of redemption allowed by law are hereby
 expressly waived.

In WITNESS whereof we have set our hands and seals this 28th day of January A. D. 1907

(Seal)

G. A. Smith
Lulu M. Smith
H. D. Farley

(Seal)

(Seal)

(Seal)

Acknowledgment.

UNITED STATES OF AMERICA,
 INDIAN TERRITORY,
Broken Arrow DISTRICT. } ss:

BE IT REMEMBERED: That on this day came before me, the undersigned, a Notary Public, within and for the Broken Arrow District of the Indian
 Territory aforesaid, duly commissioned and acting as such, G. A. Smith and H. D. Farley, an unmarried man to me personally well
 known as the grantor in and within the foregoing Deed, and stated that they 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 Lulu M. Smith
 wife of said G. A. Smith, separated and living apart 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 28th day of January 1907.

[SEAL]

Arthur Farmer

Notary Public.

My commission expires June 1st, 1909

Filed for record Feb 16 1907, at 1 o'clock P M.

W. S. Linton
 Deputy U. S. Clerk and Ex. Officer Recorder