

COMPARED

No. 2766

603

MORTGAGE WITH POWER OF SALE.

P. D. 27
C. L. 1
C. R. D.
C. L.

KNOW ALL MEN BY THESE PRESENTS:

That Lawrence P. Matthews, and Cora A. Matthews, Husband and Wife,
for and in consideration of ONE DOLLAR to them in hand paid, and the premises hereinafter set forth do hereby grant, bargain sell and convey unto
First National Bank of Collinsville, I.T.

Indian Territory, and unto its successors, heirs and assigns, forever, the following property situated in:
The Town of Collinsville Indian Territory, Lots number one, (1) and two, (2) in Block
number Twenty Three, (73) The West One half of lot number one, (1) and East one
half of lot number two, (2) in Block number Twelve, (12) in the Middleton and
Taylor addition, to Collinsville, I.T.

To have and to hold the same to the said First National Bank of Collinsville, I.T.
its successors, heirs or assigns, together with all and singular the appurtenances and improvements thereunto belonging; and
we hereby covenant with the said First National Bank of Collinsville, I.T. that we will forever warrant and defend the title to
said property against all lawful claims.

And I, Cora A. Matthews of Collinsville, I.T. wife of the said Lawrence P. Matthews of Collinsville, I.T.
into the said First National Bank of Collinsville, I.T.
do hereby release all my right and dower in and to said lands. This sale is on condition that:

Whereas, the said Lawrence P. Matthews and Cora A. Matthews,
justly indebted to the said First National Bank of Collinsville, I.T. in the sum of

One Hundred Eighty Eight and no/100 DOLLARS,
evidenced by a promissory note of even date herewith by which
\$100.00 due in nine months, for one hundred eighty eight and no/100
payable to the order of First National Bank of Collinsville, I.T. Dollars (\$168.00)
for value received nine months days after date executed by Lawrence P. Matthews and Cora A. Matthews, husband and wife
with 8 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 policies 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
the city of Collinsville, I.T. 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 349 and 436, 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 appraisalment and right of redemption allowed by law are hereby
expressly waived

WITNESS our hand and seal this 15th day of Feb. A. D., 1907

(Seal) Lawrence P. Matthews (Seal)

(Seal) Cora A. Matthews (Seal)

Acknowledgment.

UNITED STATES OF AMERICA, }
INDIAN TERRITORY, } ss:
Northern Judicial 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, Lawrence P. Matthews, 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 Cora A. Matthews of Collinsville, I.T.
wife of said Lawrence P. Matthews. 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 15th day of Feb. 1907
[SEAL] Northern District Indian Territory. E. C. Johnson. Notary Public.
My commission expires March 15th 1908

Filed for record Feb. 18 1907, at 8 o'clock A. M.

Oliver Sartore,
Deputy U.S. Clerk and Co. Officer Rec.