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MORTGAGE WITH POWER OF SALE.

607

KNOW ALL MEN BY THESE PRESENTS:

That Arson Hagerman of Levasse, Indian Territory
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
International Harvester Company of America, a corporation incorporated under laws of Wisconsin, of Kansas City, Mo.
Indian Territory, and unto its successors, heirs and assigns, forever, the following property situated in the Incorporated town of Levasse, Indian Territory,
to wit: Lot one (1) Block three (3) according to the approved plat of said town, this mortgage is given subject to a first
mortgage for \$250.00 in favor of B. K. Thomas

To have and to hold the same to the said International Harvester Company of America,
its successors, heirs or assigns, together with all and singular the appurtenances and improvements thereunto belonging; and
I hereby covenant with the said International Harvester Company of America that I will forever warrant and defend the title to
said property against all lawful claims.

And I, Jemima Hagerman wife of the said Arson Hagerman
do hereby release all my right and dower in and to said lands. This sale is on condition that:

Whereas, the said Arson Hagerman is
justly indebted to the said International Harvester Company of America in the sum of
Eighty seven 10/100 DOLLARS,
evidenced by promissory note of even date herewith by which promise to pay to the order of Feb 14th 1902

payable to the order of International Harvester Company of America the sum of for Eighty seven 10/100 Dollars (\$ 87.10)
for value received October 1st 1902 and after date executed by Arson Hagerman and Jemima Hagerman

with interest at eight per cent interest per annum after date

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 \$ 300.00
and loss, if any, payable to second party, as interest may appear at the time, and to be 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 Post National Bank
the city of Lawrence 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 3049 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 appraisal and right of redemption allowed by law are hereby
expressly waived

WITNESS my hand and seal this 14 day of Feb A. D., 1902

(Seal)

Arson Hagerman

(Seal)

(Seal)

Jemima Hagerman

(Seal)

Acknowledgment.

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

BE IT REMEMBERED: That on this day came before me, the undersigned, a Notary Public, within and for the Western District of the Indian
Territory aforesaid, duly commissioned and acting as such, Arson Hagerman 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 Jemima Hagerman
wife of said Arson Hagerman 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 and in the foregoing deed for the consideration and purposes therein 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 14th day of Feb 1902

(SEAL) Western District, Indian Territory

Maine Miller

Notary Public.

My commission expires Aug 22nd 1902

Filed for record Feb 23 1902 at 2:50 o'clock P. m.

Chas. Linton
Deputy Clerk & Ex-officio Recorder