

P.D.M.
P.L.
C.L.
C.D.
C.L.

No. 2583

611

MORTGAGE WITH POWER OF SALE.

KNOW ALL MEN BY THESE PRESENTS:

That Wm. R. A. Waller and Lottie Waller
for and in consideration of ONE DOLLAR to them in hand paid, and the premises hereinafter set forth do hereby grant, bargain ^{and} sell and ~~convey~~ unto
J. I. Barnes of Broken Arrow
Indian Territory, and unto his successors, heirs and assigns, forever, the following property situated in the Incorporated town of Broken Arrow,
 Creek Nation, Indian Territory to-wit: lots numbers 1, 2, 3, 4 and 5 in Block number forty-two

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

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

Whereas, the said R. A. Waller and Lottie Waller
justly indebted to the said J. I. Barnes in the sum of
Seven Hundred Forty Two & X DOLLARS,

evidenced by two promissory note of even date herewith by which promise to pay to the order of Broken Arrow Ind. Feb. 6,
1907 One note for Seven Hundred Dollars the sum of an interest from date One note for forty two Dollars & X

same value received days after date executed due two years after date with interest from maturity for Wm. & L.
payable to the order of J. I. Barnes days after date executed by R. A. Waller and Lottie Waller
with interest at eight per cent interest per annum after date on Seven Hundred Dollars

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 \$500.00
and loss, if any, payable to second party, as interest may appear at that 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
the city of Julesburg, 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 two printed or written hand bills posted in two 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 Wm. hereby authorize the said grantee or his assigns to convey said property to anyone purchasing at said sale; and the recitals of this 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 ap pr ai se me n t and right of redemption allowed by law are hereby
expressly waived

WITNESS our hand and seal this 6th day of February A. D. 1907
Lottie Waller (Seal)
R. A. Waller (Seal)

Acknowledgment.

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

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, R. A. Waller and Lottie Waller 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 Lottie Waller
wife of said R. A. Waller 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, with foregoing deed in duplicate 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 6th day of Feb. 1907
[SEAL] Western District, I.T. J. S. Hurd Notary Public.
My commission expires Jan. 24, 1911

Filed for record Feb. 7 1907, at 1 o'clock P. M.

Chas. Lorton
Deputy Clerk & Ex-Officio Recorder.