

MORTGAGE WITH POWER OF SALE.

B. D. M.
P. L.
C. D.
C. I.

KNOW ALL MEN BY THESE PRESENTS:

That William E. Murray and Bessie Murray husband and wife
for and in consideration of ONE DOLLAR to them in hand paid, and the premises hereinafter set forth do her by grant, bargain, sell and convey unto
the First National Bank of Collinsville
Indian Territory, and unto its successors, heirs and assigns, forever, the following property situated in the incorporated town of Collinsville
Indian Territory to wit: Lot Three (3) Block Thirty-five (35) according to the approved government survey
of said town

To have and to hold the same to the said First National Bank
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 that we will forever warrant and defend the title to
said property against all lawful claims.

And I, Bessie Murray wife of the said William E. Murray
do hereby release all my right and dower in and to said lands. This sale is on condition that:

Whereas, the said William E. and Bessie Murray are
justly indebted to the said First National Bank in the sum of
Two Hundred and Fifty 00/100 DOLLARS,

evidenced by promissory note of even date herewith by which promise to pay to the order of dated Feb. 5th, 1907
the sum of Two Hundred and Fifty 00/100 Dollars (\$250.00)

payable to the order of First National Bank
for value received thirty days after date, executed by William E. Murray and Bessie Murray
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 \$500.00
and loss, if any, payable to second party, as interest may appear at the time, and polices 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 house in
the city of 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 4356, Merrifield'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 and right of redemption allowed by law are hereby
expressly waived

WITNESS our hand and seal this 5th day of Feb. A. D., 1907

attest E. C. Johnson

(Seal)

William E. Murray

(Seal)

Bessie Murray

(Seal)

Acknowledgment.

UNITED STATES OF AMERICA,
INDIAN TERRITORY,
Northern 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 William E. Murray 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 Bessie Murray of Collinsville, I.T.
wife of said William E. Murray 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 presence of 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 5th day of Feb. 1907

[SEAL] Northern District, Indian Territory.

E. C. Johnson

Notary Public.

My commission expires March 13th, 1910

Filed for record Feb. 5 1907, at 8:00 o'clock 2 m.

Olus Lorton
Deputy Clerk & ex-officio Recorder