

P. D. 23
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No. 2891

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MORTGAGE WITH POWER OF SALE.

KNOW ALL MEN BY THESE PRESENTS:

That Elvin C. Hoffman and Ella Hoffman, of Collinsville, D. I.
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, Ind. Terr.
Indian Territory, and unto its successors and assigns, forever, the following property situated in the town of Collinsville, Indian Territory.
All of lot number (6) six, and the east one half of lot number (5) five, in Block number fourteen (14) in the
Incorporated town of Collinsville, D. I.

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

And I, Ella Hoffman wife of the said Elvin C. Hoffman
do hereby release all my right and dower in and to said lands. This sale is on condition that:

Whereas, the said Elvin C. and Ella Hoffman
justly indebted to the said First National Bank, of Collinsville, D. I. in the sum of
Five Hundred Fifty Two and 50/100 DOLLARS,
evidenced by promissory note of even date herewith by which promise to pay to the order of dated Feb. 25th 1907
One Note for \$552.00 on 1st August 25th 1907, no cash or deposit for \$40.00 due March 25th 1907, for Dollars (\$552.00)
payable to the order of the First National Bank of Collinsville, D. I.
for value received. Six months after date executed by Elvin C. Hoffman, and Ella Hoffman, of Collinsville, D. I.
with interest at 5% per cent interest per annum after maturity.

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 \$25,000
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 court house in
the city of Collinsville, D. I. 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 the printed or written hand bills posted in the 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 appraisalment and right of redemption allowed by law are hereby
expressly waived.

WITNESS our hand and seal this 25th day of Feb A. D. 1907
Elvin Hoffman (Seal)
Ella Hoffman (Seal)

Acknowledgment.

UNITED STATES OF AMERICA,
INDIAN TERRITORY,
Indian Territory DISTRICT. } ss:

BE IT REMEMBERED: That on this day came before me, the undersigned, a Notary Public, within and for the Indian District of the Indian
Territory aforesaid, duly commissioned and acting as such, Elvin C. Hoffman of Collinsville, D. I. 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 Ella Hoffman of Collinsville, D. I.
wife of said Elvin C. Hoffman 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 set forth 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 25th day of Feb 1907
E. C. Johnson Notary Public.
[No [SEAL] affixed]
My commission expires March 13th 1910

Filed for record Feb. 26 1907, at 4¹⁰ o'clock A. M.

Oliver Linton
County Clerk & Ex. Recorder.