

MORTGAGE WITH POWER OF SALE.

KNOW ALL MEN BY THESE PRESENTS:

That H. H. Winstead and Ada A. Winstead, his 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
A. W. Morton of Ramona, Ind. Ter.
 Indian Territory, and unto his successors and assigns, forever, the following property situated in the County of Vera, Ind. Ter.
Lot 5, Block 11, together with all improvements thereon

To have and to hold the same to the said A. W. Morton
his successors heirs or assigns, together with all and singular the appurtenances and improvements thereunto belonging; and
We hereby covenant with the said A. W. Morton that we will forever warrant and defend the title to
 said property against all lawful claims.

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

Whereas, the said H. H. Winstead
 justly indebted to the said A. W. Morton in the sum of
One Hundred Sixty DOLLARS,
 evidenced by promissory note of even date herewith by which promise to pay to the order of date Jan. 16, 1907

payable to the order of A. W. Morton and due the sum of for One Hundred Sixty Dollars (\$ 160.00)
for value received March 26, 1907 executed by H. H. Winstead and Ada A. Winstead

with interest at eight 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 \$
 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 such property at public sale, to the highest bidder for cash at the front door of the court house in
 the city of Vera, Ind. Ter. 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 apportionment and right of redemption allowed by law are hereby
 expressly waived

WITNESS our hand and seal this 19 day of Feb A. D., 1907

(Seal)

H. H. Winstead (Seal)

(Seal)

Ada A. Winstead (Seal)

Acknowledgment.

UNITED STATES OF AMERICA, } ss: Notary Public

State of Arkansas
County of Benton

BE IT REMEMBERED: That on this day came before me, the undersigned, a Notary Public, within and for the County of Vera District of the Indian
 Territory aforesaid, duly commissioned and acting as such, H. H. Winstead 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 Ada A. Winstead
 wife of said H. H. Winstead 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 expressed for the consideration and purpose 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 19 day of Feb 1907

[SEAL] Benton County, Arkansas

Tom Williams Notary Public.

My commission expires 12/10/07

Filed for record Feb. 26, 1907, at 8:00 o'clock A m.

Chas. Lorton
Deputy Clerk & ex-officio Recorder