

P.D. 123
P.D. 124
P.L.
C.L.

No. 2454
MORTGAGE WITH POWER OF SALE.

621

KNOW ALL MEN BY THESE PRESENTS:

That Lee Collier and Mary Jane Collier, of Collinsville, I.T.
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
David Loyett of Collinsville, I.T.

Indian Territory, and unto his successors heirs and assigns, to ever, the following property situated in
The Incorporated town of Collinsville, I.T. Lot number three in Block number Eighty six (86) in the Incorporated town of Collinsville, I.T. According to the last government map of said town together with all improvements located thereon.

To have and to hold the same to the said David Loyett, of Collinsville, I.T.
and his heirs or assigns, together with all and singular the appurtenances and improvements thereunto belonging; and
they hereby covenant with the said David Loyett, of Collinsville, I.T. that they will forever warrant and defend the title to
said property against all lawful claims.

And I, Mary Jane Collier, of Collinsville, I.T. wife of the said Lee Collier
do hereby release all my right and dower in and to said lands. This sale is on condition that:

Whereas, the said Lee Collier and Mary Jane Collier, of Collinsville, I.T.
justly indebted to the said David Loyett, of Collinsville, I.T. in the sum of
Forty Three and 50/100 DOLLARS,

evidenced by promissory note of even date herewith by which promise to pay to the order of
David Loyett, of Collinsville, I.T. the sum of forty three and 50/100 Dollars (\$43.50)
payable to the order of David Loyett, of Collinsville, I.T. ten days after date executed by Lee Collier and Mary Jane Collier, of Collinsville, I.T.
for value received

with minimum eight per cent interest per annum after from 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 \$
and loss, if any, payable to second party, as interest may appear at the time, and policies 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 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 3056, Monte Carlo
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 they 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 limited appraisal and right of redemption allowed by law are hereby
expressly waived

WITNESS my hand and seal this 7th day of January A. D. 1905
Seal) Lee Collier (Seal)
(Seal) Mary Jane Collier (Seal)
mark

Acknowledgment.

UNITED STATES OF AMERICA,
INDIAN TERRITORY,
Northern Judicial 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, Lee Collier, 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 Mary Jane Collier, of Collinsville, I.T.
wife of said Lee Collier, of Collinsville, I.T. 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 expressed 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 7th day of Jan 1905
[SEAL] Northern Dist. Ind. Terr. Ed. C. Johnson Notary Public.
My commission expires March 26th, 1906

Filed for record Mar. 29 1905 at 8 o'clock A. m.

At the Court
Deputy Not. Clerk and Ex-Officio Rec.