

P.D. 77
P.M.
C.L.
C.D.
C.I.

70.3345
MORTGAGE WITH POWER OF SALE.

625

KNOW ALL MEN BY THESE PRESENTS:

That James Eshew and Malinda E. Eshew 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
Edward C. Johnson of Collinsville,
Indian Territory, and unto his heirs and assigns, forever, the following property situated in

The Town of Collinsville, Indian Territory, Lot numbered three, (3) in
Block number fifty (50) according to the last government plat of said Town.

To have and to hold the same to the said Edward C. Johnson of Collinsville, Indian Territory
his successors heirs or assigns, together with all and singular the appurtenances and improvements thereunto belonging; and
we hereby covenant with the said Edward C. Johnson of Collinsville, Indian Territory, that we will forever warrant and defend the title to
said property against all lawful claims.

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

Whereas, the said James Eshew and Malinda E. Eshew are
justly indebted to the said Edward C. Johnson of Collinsville, I.T. in the sum of
Two Hundred and no/100 DOLLARS,

evidenced by promissory note of date hereon by which promise to pay to the order of Edward C. Johnson
dated March 21st 1907 for \$200.00
the sum of Two Hundred and no/100 Dollars (\$200.00)
payable to the order of Edward C. Johnson one year from date
for value received days after date executed by James Eshew and Malinda E. Eshew of Collinsville, I.T.

with interest at eight per cent interest per annum from 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 \$
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, I.T. 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 six printed or written hand bills posted in six public places in said city as provided by Sections 3049 and 3336, 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 21st day of March A. D., 1907.

Seal)

James Eshew

(Seal;

(Seal)

Malinda E. Eshew

(Seal]

Acknowledgment.

UNITED STATES OF AMERICA,
INDIAN TERRITORY,
Western District.

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, James Eshew 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 Malinda E. Eshew
wife of said James Eshew 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 21st day of March 1907.

(SEAL) Western District, I.T.

Clinton L. Goodale

Notary Public.

My commission expires Sept 5th 1908.

Filed for record Mar. 23 1907 at 1 o'clock P.m.

Otto Larson
Deputy U.S. Clerk and Ex-officio Rec.