

P. D. 202
P. I. 124
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3874
MORTGAGE WITH POWER OF SALE.

629

KNOW ALL MEN BY THESE PRESENTS:

That Eli Carr
for and in consideration of ONE DOLLAR to him in hand paid, and the premises hereinafter set forth do hereby grant, bargain sell and convey unto
R. Hinkle of Vera Indian Territory
Indian Territory, and unto his successors, heirs and assigns, forever, the following property situated in Town of Vera
Lot no 1 in Block 11 according to the
Government Plat

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

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

Whereas, the said Eli Carr
justly indebted to the said R. Hinkle in the sum of
One Hundred Fifty and no/100 DOLLARS,
evidenced by promissory note of even date herewith by which February 25 1907 for One
Hundred Fifty and no/100 the sum of dollars (\$1500) payable to the
order of R. Hinkle sixty days after date executed by Eli Carr
and Rosetta E. Carr with interest at
with 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 \$ 500.00
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 Vera 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 six public places in said city as provided by Sections 3000 and 3006, Blanchfield'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 appraisement and right of redemption allowed by law are hereby
expressly waived

WITNESS our hand and seal this 25th day of February A. D. 1907
Seal) Eli Carr (Seal)
Seal) Rosetta E. Carr (Seal)

Acknowledgment.

UNITED STATES OF AMERICA,
INDIAN TERRITORY,
Western Judicial District. } ss:

BE IT REMEMBERED: That on this day came before me, the undersigned, a Notary Public, within and for the Town of Vera District of the Indian
Territory aforesaid, duly commissioned and acting as such, Mayor 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 Rosetta E. Carr
wife of said Eli Carr 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 25th day of February 1907
[SEAL] H. A. Watson Notary Public
My commission expires May 1st, 1908
Mayor of town of Vera

Filed for record April 16 1907 at 1 o'clock P. M.

Otis Lorton
Deputy Clerk & Ex-officio Rec