

3975
MORTGAGE WITH POWER OF SALE.

P.D. 1907
P.I. 207
P.L.
C.L.
C.D.
C.I.

KNOW ALL MEN BY THESE PRESENTS:

That E. D. Brown for and in consideration of Two Hundred fifty-five Dollars to me in hand paid, and the premises hereinafter set forth do her, by grant, bargain sell and convey unto R. Hinkle of Verad Indian Territory, and unto his heirs and assigns, forever, the following property situated in The town of Vera

lots no 1 & 4 in Block 3 of the Brown addition to
Verad

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 do 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, Callie Brown wife of the said E. D. Brown do hereby release all my right and dower in and to said lands. This sale is on condition that:

Whereas, the said E. D. Brown justly indebted to the said R. Hinkle in the sum of

Two Hundred fifty-five DOLLARS, evidenced by promissory note of even date with this dated Mar 20 1907 for Two Hundred fifty-five Dollars payable to the order of R. Hinkle six months after date executed by E. D. Brown with interest at 5 percent per annum after maturity for value received: days after date executed by

with per cent interest per annum after 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 courthouse in the city of Verad 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 six printed or written hand bills posted in six public places in said city as provided by Sections 3049 and 3256, 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 _____ 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 appraisal and right of redemption allowed by law are hereby expressly waived

WITNESS our hand and seal this 20 day of Mar A. D., 1907

(Seal)

E. D. Brown

(Seal)

(Seal)

Callie Brown

(Seal)

Acknowledgment.

UNITED STATES OF AMERICA,
INDIAN TERRITORY,
DISTRICT.

BE IT REMEMBERED: That on this day came before me, the undersigned, a Notary Public, within and for the said District of the Indian Territory aforesaid, duly commissioned and acting as such, came E. D. Brown 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 Callie Brown wife of said E. D. Brown 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 compulsion or undue influence of her said husband.

WITNESS my hand and seal as such Notary Public on this 20 day of March 1907

(SEAL)

Western District IT.

Notary Public.

My commission expires Sept 20 1910

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

Otis LortonNotary Public & Co-officer