

4370  
MORTGAGE WITH POWER OF SALE.P.D.  
P.L.  
C.L.  
S.D.  
C.J.

## KNOW ALL MEN BY THESE PRESENTS:

That James H. Ayres a married man  
 for and in consideration of ONE DOLLAR to me in hand paid, and the premises hereinafter set forth do her by grant, bargain sell and convey unto  
John H. Middleton of Collinsville  
 Indian Territory, and unto his heirs and assigns, forever, the following property situated in the incorporated  
Town of Collinsville Indian Territory and within  
the Cherokee Nation territ: Lot two (2) in Block  
forty-two (42)

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

And I, Mary J. Ayres wife of the said James H. Ayres  
 do hereby release all my right and dower in and to said lands. This sale is on condition that:

Whereas, the said James H. Ayres  
 justly indebted to the said John H. Middleton in the sum of  
one hundred forty eight and 12/100 (\$148.12) DOLLARS  
 evidenced by a promissory note of even date herewith by which promise to pay to the order of  
dollars (\$148.12) payable to the order of John H. Middleton October 6 1907  
 the sum of Dollars 16  
 for value received days after date executed by James H. Ayres & Mary J. Ayres

with interest at 8 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 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 six printed or written hand bills posted in six public places in said city as provided by Sections 3049 and 3055, 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 11<sup>th</sup> day of May, A. D., 1907

Witnesses to & mark  
Mrs. O. C. Thompson (Seal)  
John H. French (Seal)

James H. Ayres (Seal)  
Mary J. Ayres (Seal)

## Acknowledgment.

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

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 H. Ayres 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 J. Ayres  
 wife of said James H. Ayres 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 11<sup>th</sup> day of May, 1907

[SEAL] Western Dist 20. John H. French Notary Public.

My commission expires Sept 26 1910

Filed for record May 15 1907 at 1 o'clock P. M.

Ohio Lorton  
Deputy Clerk and Recorder