

3656  
MORTGAGE WITH POWER OF SALE.

## KNOW ALL MEN BY THESE PRESENTS:

That Sherman T. Wolfe and Joanna C. Wolfe  
 his wife  
 for and in consideration of ONE DOLLAR to us in hand paid, and the premises hereinafter set forth do hereby grant, bargain sell and convey unto

Farmers and Merchants Bank of Collinsville Indian Territory  
 Indian Territory, and unto its successors, heirs and assigns, forever, the following property situated in the Cherokee Nation Indian  
 Territory, the west twenty one and six one hundredths  
 (21.06) acres of Lot one (1) Hill one and fifty six one hundredths  
 (1.56) acres in the S.O. & V.S.R.R. right of way and  
 The south west ten acres of Lot One (1) of the  
 south west quarter of the north east quarter of the  
 north west quarter of Section thirty (30) Township twenty  
 one (21) Range fourteen (14) and the north one half of  
 the north west quarter of Section thirty (30) Township twenty one (21) Range fourteen (14) all of the  
 Cherokee Nation Indian Territory  
 To have and to hold the same to the said Farmers and Merchants Bank  
 its successors, heirs or assigns, together with all and singular the appurtenances and improvements thereunto belonging; and

And we hereby covenant with the said Farmers and Merchants Bank that we will forever warrant and defend the title to  
 said property against all lawful claims.

And I, Joanna C. Wolfe wife of the said Sherman T. Wolfe  
 do hereby release all my right and dower in and to said lands. This sale is on condition that:

Whereas, the said Sherman T. Wolfe and Joanna C. Wolfe  
 are justly indebted to the said Farmers and Merchants Bank in the sum of  
Eighteen Hundred Dollars DOLLARS  
 evidenced by promissory note, dated Feb 1, 1907 for eighteen hundred 7.00  
 evidenced by promissory note dated herewith by which promise to pay to the order of Farmers and Merchants Bank July 1, 1911  
dollars (\$8000) payable to the order of Farmers and Merchants Bank July 1, 1911  
 the sum of Dollars (\$

for value received, days after date executed by Sherman T. Wolfe and Joanna C. Wolfe  
 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 Owasso, I.T. 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 any public places in said city as provided by Sections 3049 and 3056, 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, appraisal and right of redemption allowed by law are hereby  
 expressly waived

WITNESS our hand and seal this eighteenth day of March A. D., 1907

Seal)

Sherman T. Wolfe (Seal)

(Seal)

Joanna C. Wolfe (Seal)

## Acknowledgment.

UNITED STATES OF AMERICA,  
 INDIAN TERRITORY,  
Owasso, Ind. Ter. District. } ss:

BE IT REMEMBERED: That on this day came before me, the undersigned, Mayor of the incorporated town of Owasso Indian Territory  
 Territory aforesaid, duly commissioned and acting as such, Sherman T. Wolfe 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 Joanna C. Wolfe  
 wife of said Sherman T. Wolfe 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 15  
day of March, 1907

(SEAL) Owasso I.T.A. J. Foster Notary Public.My commission expires           , 190          Mayor of the incorporated town of Owasso Indian TerritoryFiled for record Apr 8 1907 at 8 o'clock A. M.

Otis Lorton  
Deputy Clerk & Recorder