

2744
MORTGAGE WITH POWER OF SALE. Realty

635

KNOW ALL MEN BY THESE PRESENTS:

The John N. Huffman and Charles Huffman
for and in consideration of the sum of one hundred and fifty (\$150) Dollars to them
hereby grant, bargain sell and convey unto
Allen and Little

heirs and assigns, forever, the following property situated in
Lots Four (4) and Five (5) in Block Eight (8) in the town of
Uva, Indian Territory, according to the Government survey,
thereof.

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

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

Whereas, the said
justly indebted to the said in the sum of
DOLLARS,
evidenced by promissory note of even date herewith by which promise to pay to the order of
the sum of Dollars (\$
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 court house in
the city of 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 4356, 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 appraisement and right of redemption allowed by law are hereby
expressly waived

WITNESS hand and seal this day of A. D., 190

(Seal)

(Seal)

Acknowledgment.

UNITED STATES OF AMERICA,
INDIAN TERRITORY, DISTRICT, ss:

BE IT REMEMBERED: That on this day came before me, the undersigned, a Notary Public, within and for the District of the Indian
Territory aforesaid, duly commissioned and acting as such, to me personally well

known as the grantor in and within the foregoing Deed, and stated that 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 wife of said 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 day of 190

[SEAL] Notary Public.

My commission expires 190

Filed for record 190 at o'clock m.