

MORTGAGE WITH POWER OF SALE.

P.D.
P.L.
C.I.
C.I.

KNOW ALL MEN BY THESE PRESENTS:

That we, A. J. Pollard and Anna S. Pollard
 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
J. T. Barnes of Broken Arrow
 Indian Territory, and unto his successors heirs and assigns, forever, the following property situated in the Town of Broken Arrow, Creek Nation, Indian Territory to-wit: Lots number ten, eleven and twelve in Block number forty one.

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

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

Whereas, the said A. J. Pollard and Anna S. Pollard are
 justly indebted to the said J. T. Barnes in the sum of
Eight Hundred Fifty # DOLLARS,
 evidenced by promissory note of even date herewith by which promise to pay to the order of

the sum of Eight Hundred Fifty # Dollars (\$ 850 00)
payable to the order of J. T. Barnes, October 1st
for value received days after date executed by A. J. Pollard and Anna S. Pollard
 with interest at eight per cent interest per annum after date.

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 \$ 6,000.00
 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 Tulsa, 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 printed or written hand bills posted in the public places in said city as provided by Sections 3049 and 4356, Winnfield'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 h and seal this 13th day of April A. D., 1907

(Seal)

A. J. Pollard

(Seal)

(Seal)

Anna S. Pollard

(Seal)

Acknowledgment.

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

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, A. J. Pollard 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 Anna S. Pollard
 wife of said A. J. Pollard 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 13th day of April 1907

[SEAL] Western Dist. I. T.F. S. Hardy,

Notary Public.

My commission expires Jan 21 1911Filed for record April 13 1907 at 1 o'clock P. m.

Oliver Saylor
Deputy US Clerk & Ex-Officio Rec.