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No 4317
MORTGAGE WITH POWER OF SALE.

COMPARED

649

KNOW ALL MEN BY THESE PRESENTS:

That Elizabeth Baker and John H. Baker, her husband
for and in consideration of ONE DOLLAR to us in hand paid, and the premises hereinafter set forth do hereby grant, bargain and convey unto
Farmers and Merchants Bank of Collinsville,

Indian Territory, and unto its successors, heirs and assigns, forever, the following property situated in the town of Collinsville,
Indian Territory All of Lots number one (1), two (2), and three (3), in Block
forty-nine (49), and all of Lots four (4), five (5), and six (6) in Block
thirty (30) and all of Lots number three (3) and four (4) in Block sixty-nine
(69), and all of the East half of lot number fourteen (14) and all of Lot fif-
teen (15) in Block forty-nine (49) and all of Lot three (3) in Block fifty
six (56), all of these lots being in the town of Collinsville, Indian Territory,
and the same being also all and any improvements thereon located on said lots. This mortgage
being made subject to a mortgage noted with 1905 executed in favor of First National Bank of Collinsville, Ind.
for fifteen hundred dollars by said Baker, and also a mortgage of twenty-five hundred dollars recorded
in said office on Dec. 8th, 1906, in favor of A. C. Evans.

To have and to hold the same to the said Farmers and Merchants Bank

successors heirs or assigns, together with all and singular the appurtenances and improvements thereunto belonging; 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, John H. Baker husband wife of the said Elizabeth Baker
do hereby release all my right and dower in and to said lands. This sale is on condition that:

Whereas, the said Elizabeth Baker and John H. Baker, are
justly indebted to the said Farmers and Merchants Bank in the sum of

fourteen hundred twenty-one (1421) 00 DOLLARS,

evidenced by promissory note of even date herewith by which promise to pay to the order of

for the sum of fourteen hundred twenty-one (1421) 00 Dollars (\$ 1421.00)
payable to the order of Farmers and Merchants Bank
the value received thirty days after date executed by Elizabeth Baker and John H. Baker

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 \$ 3500.00
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 Collinsville, 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 the printed or written hand bills posted in the public places in said city as provided by sections 3049 and 4336, 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 eleventh day of May, 1907 A. D., 1907
Witness to make Elizabeth Baker (Seal)
E. B. Allen (Seal) John H. Baker (Seal)
H. C. Ballman (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 Elizabeth Baker to me personally well

known as the grantor in and within the foregoing Deed, and stated that she 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 John H. Baker
husband of said Elizabeth Baker 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. wife.

WITNESS my hand and seal as such Notary Public on this 11th day of May, 1907.

[SEAL] Newton Dist. I.T. John H. French Notary Public.

My commission expires Sept. 26th, 1907.

Filed for record May 13, 1907, at 8 o'clock A. M.

Notis Sartor,
Deputy U.S. Clerk & ex-Officio Rec.