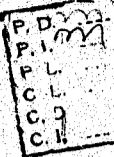


MORTGAGE WITH POWER OF SALE.



KNOW ALL MEN BY THESE PRESENTS:

That Charles M. Allen & Bertha A. Allen his wife
for and in consideration of ONE DOLLAR to them in hand paid, and the premises hereinafter set forth do her-by grant, bargain/sell and convey unto L. B. Allen of Collinsville

Indian Territory, and unto his successors heirs and assigns, forever, the following property situated in the incorporated town of Collinsville 27 to wit:

East half of lot five (5) and lot six (6) Block thirty five (35) according to the approved government survey of said town

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

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

Whereas, the said Charles M. Allen and Bertha A. Allen justly indebted to the said L. B. Allen in the sum of One thousand 00/100 \$ (1000.00) DOLLARS, evidenced by promissory note of even date herewith by which promise to pay to the order of Dollars payable to the order of L. B. Allen June 8 1907 the sum of Dollars (\$ 1000.00) for value received days after date executed by Charles M. Allen & Bertha A. Allen

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 \$ 800 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 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 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 8th day of June A. D., 1907

(Seal)

Charles M. Allen

(Seal)

(Seal)

Bertha A. Allen

(Seal)

Acknowledgment.

UNITED STATES OF AMERICA, }
INDIAN TERRITORY, } ss:
Julian 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, Charles M. Allen 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 Bertha A. Allen wife of said Charles M. Allen 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 and purpose herein mentioned and set forth, without compulsion or undue influence of her said husband.

WITNESS my hand and seal as such Notary Public on this 8th day of June 1907

(SEAL)

George L. Hicks

Notary Public.

My commission expires June 20th, 1907

Filed for record June 11, 1907, at 4:30 o'clock P. M.

Olis Lortow U.S. Clerk & Ex-officio Recorder