

The sale is on the condition that whereas J. R. Stout & Martha Stout are justly indebted unto said Barndollar Bartles & Neilson in the sum of Ten Hundred Thirty Four & no/100 Dollars evidence by a promissory note of even date herewith bearing 8% int. from date until paid.

Now, if J. R. Stout & Martha Stout shall pay said moneys, at the times and in the manner aforesaid, then the above conveyance shall be null and void. And in case of non payment, then the said grantees or assign^{ees} shall have power to sell said property at public sale, to the highest bidder, for cash, at Owasso, I. T. in the 4th Recording District, of the Indian Territory, public notice of the time and place of said sale having first been given 10 days by advertising in some newspaper published in said District, by at least two insertions or by notices posted in ten public places in the District, at which sale the said grantee or their assignees may bid and purchase as any third person might do. We hereby authorize the said grantees or assignees to convey said property to any one purchasing at said sale, and to convey an absolute title thereto, 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 the payment of 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. We hereby waive any and all rights of appraisement or redemption under the laws of the State of Arkansas, and especially of redemption under the Act of the General Assembly of the State of Arkansas, Approved May 8, 1899.

Witness our hands and seals on this 30 day of December, 1905.

J. R. Stout, (Seal)

Martha Stout (Seal)

ACKNOWLEDGMENT.

INDIAN TERRITORY,)
FOURTH RECORDING DIST.) SS.

Be it remembered, That on this day personally appeared before me, the undersigned, a Notary Public within and for the District aforesaid, duly commissioned and acting, J. R. Stout & Martha Stout to me personally well known as the grantor--in the foregoing deed, and stated that they had executed the same for the consideration and purposes therein mentioned and set forth.

And on the same day, also voluntary appeared before me the said Martha Stout, wife of the said J. R. Stout to me well known, and in the absence of her husband, stated and declared that she had, of her own free will executed said deed, and signed and sealed the relinquishment of Dower and Homestead in the foregoing Deed for the purposes and considerations therein mentioned, contained and set forth, without compulsion or undue influence of her said husband.

Witness my hand and seal as such Notary Public. this 30 day of December 1905.

(Seal)

D. J. Matthews

My commission expires Aug. 11, 1909.