

2498

Real Estate Mortgage.

P. D. M.
F. I. L.
C. L.
C. D.
C. I.

This indenture, made this 2nd day of Jan'y, 1907, between Henry Henderson, of Catwaca Indian Territory, party of the first part, and the Patterson Merc. Co. of Muskogee, Indian Territory party of the second part. Witnesseth: That the said party of the first part for and in consideration of the sum of Three hundred Twenty and 00/100 dollars, the receipt whereof is hereby acknowledged, doth by these presents grant, bargain, sell and convey unto the said party of the second part, his heirs and assigns, forever the following described real estate, lying and being situate in the Creek (Muskogee) Nation, Western District, in the Indian Territory, namely: the East 1/2 of S 1/2 of N 1/2 of E 1/4 and the S 1/2 of S 1/2 of N 1/2 of E 1/4 and the E 1/2 of S 1/2 of N 1/2 of E 1/4 of Section 32 Township 20 north and Range 18 east of Indian Meridian, also the N 1/2 of N 1/2 of N 1/2 of E 1/4 and W 1/2 of N 1/2 of N 1/2 of E 1/4 of S 1/2 of N 1/2 of E 1/4 of Section 32 Township 20 Range 18 East.

To have and to hold the premises above described, together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in any wise appertaining, unto the said party of the second part, and unto his heirs and assigns forever; the said party of the first part hereby covenanting that the above described premises are free from any incumbrances, and that he will warrant and defend the title to the said property unto the said party of the second part, his heirs and assigns, against all persons whomsoever lawfully claiming the same. Sept. 1st, after date, I, we or either of us promise to pay to The Patterson Merc. Co. on order Three hundred Twenty and 00/100 Dollars for value received, at the office of the Patterson Merc. Co. in Muskogee, Indian Territory, with interest after maturity or eight per cent per annum until paid, and ten per cent on the entire amount as attorney's fees if placed in the hands of an attorney for collection, or such as filed thereon. The makers and endorser hereof hereby severally waive protest, demand and notice of protest and non-payment in case this note is not paid at maturity, and agree to all extensions and partial payments before and after maturity without prejudice to holder.

P. O. Catwaca, I ? witness to make Law Ashby.

Henry Henderson.

Then these presents shall be void, otherwise to remain in full Miller Redding for force. And it is further agreed, if default shall be made in the payment of said sum of money or any part thereof, principal or interest, or upon a failure to conform to or to comply with any of the conditions and provisions contained in this mortgage, then the indebtedness hereby secured shall, at the option of the party of the second part, or the legal holder or holders of the said note, become due and payable at once without notice. The party of the first part hereby agrees that during the term for which this mortgage shall run, he will pay all taxes, rates and charges which now are, or shall or may be, at any time or times hereafter during the said term, taxed, assessed, or imposed upon the said above described premises, or any part thereof, and that if the said party of the first part shall fail or neglect to maintain policies of insurance upon said premises, or shall fail or neglect to pay the said taxes, rates and charges as is hereinabove agreed,