

No. 3310

COMPARED

P. D. N.
P. L. M.
P. L.
C. L.
C. D.
C. I.

E. Reynolds
To
City National Bank

Mortgage.

This Indenture, made this 23 day of February 1907, between E. Reynolds of Elder, Indian Territory, party of the first part, and City National Bank 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 Thirty-one Hundred sixty & 66/100 Dollars, the receipt whereof is hereby acknowledged both 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 situated in the — Creek (Muskogee) Nation, Western District in the Indian Territory, namely:

The North one half (1/2) and the S.W. Quarter (1/4) of the S.W. Quarter (1/4) of Section Seventy-seven (77) Township seventeen (17) North, Range fourteen (14) East, Except the Right of way of the Midland Valley Ry Co

Do Have and To Hold the premises above described, together with all and singular the tenements, hereditaments and appurtenances thereunto 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.

Provided always, and these presents are upon this express condition, that if the said party of the first part, his heirs, executors or administrators, shall pay or cause to be paid to the said party of the second part, his heirs or assigns the aforesaid sum of Thirty-one Hundred sixty & 66/100 Dollars according to the tenor and effect of a promissory note of the said party of the first part, payable to the said party of the second part, as follows:

93/60 66

Muskogee, Ok. Feb 23, 1907

Six months after date, (I, we or either of us), promise to pay to the order of the City National Bank, Thirty-one Hundred sixty & 66/100 Dollars, for value received at the office of said Bank in Muskogee, Indian Territory, with interest after maturity at 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 suit is 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.

E. Reynolds.