

COMPARED

No. 3885.

Walter E. Smith et al,

To

Mortgage.

Union Savings Association

With Power of Sale,

P.D.
P.L.
C.L.
C.D.
C.I.

This Indenture, made the ninth day of April in the year one Thousand Nine Hundred and seven between Walter E. Smith & Bertha J. Smith, of Collinsville, in the Cherokee Nation of Indian Territory, part of the first part, and the Union Savings Association a corporation having its place of business and postoffice address at Sioux Falls, in the County of Minnehaha and State of South Dakota, party of the second part,

Witnesseth, That the said part - of the first part, for and in consideration of the sum of Five Hundred Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, do hereby Grant, Bargain, Sell, Convey and Mortgage unto the party of the second part, and its successors and assigns forever, the following tract or parcel of land situated in the Cherokee Nation of Indian Territory and described as follows, to-wit:

Lots Three and Four (3 & 4) of Block Eleven (11) of the official townsite plot of the town of Collinsville, Indian Territory, together with the privileges and appurtenances to the same belonging, and all of the rents, issues and profits which may arise, or be had therefrom, and authorize the party of the second part to collect and apply the same upon the debt and liability hereinafter described.

To Have and to hold the same to the said party of the second part, its successors and assigns forever.

And the said parties of the first part do hereby covenant and agree with the party of the second part, its successors and assigns, to keep the fences and buildings now standing, or which may hereafter be erected on said premises in good repair; and to keep such buildings insured against loss or damage by fire, lightning, tornadoes, or cyclones, to the amount of at least Five Hundred Dollars, and to make payable to and deliver the insurance policies to the party of the second part; and to pay the taxes and assessments which may be levied or assessed on said premises; and to keep the buildings and improvements on said premises free from all statutory liens for labor or materials and in case of the failure to pay the premiums for said insurance, or to pay such taxes or assessments before becoming delinquent, or to pay off any and all statutory liens then and