

P. D. W. A.
P. L. M.
C. L.
C. D.
C. I.

Artie Leaney and Husband,

to

Mortgage.

Farmers and Merchants Bank of Collinsville, Ind. Ter.

This Mortgage, made this 11th day of August in the year of our Lord One thousand Nine hundred and six by and between Artie Leaney and Jasper Leaney, her husband of the Cherokee Nation and Indian Territory parties of the first part, and Farmers and Merchants Bank of Collinsville, Ind. Ter. party of the second part.

Witnesseth, That said parties of the first part, for and in consideration of the sum of five hundred \$1000 Dollars to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said party of the second part, and to its heirs and assigns forever, all of the following described tracts, pieces, and parcels of land lying and situated in the Cherokee Nation, Indian Territory, to-wit: All of the Southwest quarter of the Southwest quarter of section sixteen (16) Township twenty-one (21) North Range thirteen (13) East. Also, All of the Southeast quarter of the Northwest quarter of the Southwest quarter of section sixteen (16) Township twenty-one North (21) Range thirteen (13) East.

To Have and to Hold the same, with all and singular, the hereditaments and appurtenances thereto belonging, unto the said party of the second part, and to its heirs and assigns forever, provided always, and this instrument is made, executed, and delivered, upon the following conditions, to-wit: Whereas, Artie Leaney and Jasper Leaney her husband the said parties of the first part have this day made, executed and delivered to the said party of the second part their Promissory Note of even date herewith, by which they promise to pay to the said Farmers and Merchants Bank or order, for value received Five hundred \$1000 Dollars, due August 11th 1911 with interest from date to maturity at the rate of eight percent per annum, payable semi-annually, as evidenced by ten interest coupons of even date herewith and attached thereto for the sum of \$20.00 each falling due on the 11th day of February and August in each year, both principal and interest notes as payable at Farmers and Merchants Bank Collinsville, Ind. Ter., and bear interest from maturity until paid at the rate of eight percent per annum, payable semi-annually.

Now, if the said Artie Leaney and Jasper Leaney her husband shall well and truly pay, or cause to be paid, the sum of money in said note mentioned, with the interest thereon, according to the tenor and effect of said note, then these presents shall be null and void. But if said sum of money or either of them, or any part thereof, or any interest thereon, be not paid when the same become due, then, and in that case, the whole of said sum and interest shall, at the option of said party of the second part or assigns, by virtue of this Mortgage, immediately become due and payable, or, if the taxes and assessments of every nature which are or may be assessed against said land and appurtenances, or either of them, or any part thereof, are not paid at the time when the same are by law made due and payable, then in like manner the said note, and the whole of said sum shall immediately become due and payable; and in case of forfeiture of this Mortgage, or in case of default in any of the payments herein provided for, the party of the second part its heirs, executors, administrators and assigns, shall be entitled to a judgment, for the sum due upon said note and the additional sums paid by virtue of this Mortgage, and all costs and expenses of enforcing the same, as provided by law, and a decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to said premises of the said parties of the first part their heirs and assigns, and all persons claiming under them, at which sale a pro rata payment of said property is hereby waived by said parties of the first part. And all benefits of the Homestead Exemption