

710.572.

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

J. J. Broethren,

To

Real Estate Mortgage.

Jesse H. Hill,

Know all Men by These Presents:

That J. J. Broethren a single man and his wife, of Richy, D. T. in — for and in consideration of the sum of One \$100.00 Dollars, do him in hand paid by Jesse H. Hill of Muskegon — the receipt whereof is hereby acknowledged, have granted, bargained and sold, and do hereby grant, bargain, sell and convey unto the said Jesse H. Hill and unto his heirs and assigns, the following described real estate situated in Milland Addition to the Town Richy Creek Nation, Indian Territory, Town Lot 5 in Block 28 together with all improvements thereon situated.

To have and to hold the same unto the said Jesse H. Hill and unto his heirs and assigns forever, with all the privileges and appurtenances thereto belonging.

And we, the said J. J. Broethren for myself and my heirs, executors, administrators and assigns, covenant with the said Jesse H. Hill his heirs and assigns, that I am lawfully seized in fee of the aforegranted premises, that they are free from all incumbrances; that I have good right to sell and convey the same to the said Jesse H. Hill as aforesaid, and that I will and my heirs, executors and administrators, shall forever warrant and defend the title to said real estate against all lawful claims and demands whatever.

And I the said — wife of the said — for and in consideration of the said sum of money, do hereby release and quit claim, transfer and relinquish unto the said — and his heirs and assigns, all my right or feasibility of dower in or to said lands.

The foregoing conveyance is on condition, that whereas, the said J. J. Broethren is justly indebted to the said Jesse H. Hill in the sum of Four hundred & fifty \$450.00 Dollars, for borrowed money evidenced by promissory note of even date herewith for \$450.00 payable to the order of Jesse H. Hill, six months after date, with interest at 8% per annum after date until paid.

Now if the said J. J. Broethren shall pay for cause said note to be paid, with interest, according to the tenor and effect thereof, then this instrument to be null and void, otherwise to remain in full force and effect.

And it is hereby further stipulated that during the continuance of this instrument in force, the said J. J. Broethren shall at all times keep full taxes fully paid, as required by law, and shall keep the buildings on said premises insured against loss or damage by fire and tornado in the sum of not less than \$300.00 — loss, if any payable to the said Jesse H. Hill as his interest may appear.

And it is further hereby agreed, that in case the said J. J. Broethren shall make default in payment of taxes or of keeping and building insured as aforesaid, then the said Jesse H. Hill or his legal representative, may pay such taxes and effect such insurance, and the amount necessarily expended therefor, with interest at 8% per annum from the date of such expenditure until paid shall be considered a sum, the repayment of which is intended to be hereby secured. And we hereby waive all rights of redemption or redemption to which we are entitled under the Acts of the Legislature, approved March 12, 1879 and March 12, 1883, respectively.

And if default be made in payment of the sums hereby secured at maturity or when the same or either of them become due and payable, then the said grantee, or his assign, agent or attorney, shall have power to sell said property at public sale, to the highest bidder for cash at the U. S. Post office at Richy, D. T., public notice of the time and place of said sale having first been given 10 days by advertising in some newspaper published in said Richy or by printed or written hand-bills posted upon 10 public places in said city; at which sale the said grantee or assignee may bid and purchase or any