

COMPARED

No. 764.

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

W. S. Kears and Wife,

To

Mortgage.

Joseph Sondheimer,

Know all Men By These Presents; that we, W. S. Kears and Nolie Kears, his wife of Broken Arrow, D. T. (hereinafter styled Mortgagors) for and in consideration of the sum of One (\$1,000) Dollars to us in hand paid by Joseph Sondheimer of Muskogee, D. T. (hereinafter styled the Mortgagee) the receipt whereof is hereby acknowledged, and the further consideration hereinafter set out, have granted, bargained and sold and by these presents hereby grant, bargain, sell and convey unto the said Joseph Sondheimer the following described land situate in the Creek Nation of the Indian Territory, United States of America, and more particularly described as follows to-wit: The North Half of the North West Quarter of section Eight (8), Township Seventeen (17) North, Range Fourteen (14) East of the Indian Base and Meridian, containing eighty (80) acres, more or less, according to the United States survey thereof.

To have and to hold the aforegranted premises unto the said Mortgagee, his heirs and assigns in fee simple forever, together with all the privileges and appurtenances thereto belonging.

And I, W. S. Kears, hereby covenant with the said Joseph Sondheimer that I am lawfully seized in fee of said premises; that I have a good and indefeasible title to the same; that the same are free from all liens and encumbrances of every character and description; that I have good right to sell and convey the same, and I, my heirs and assigns shall, forever warrant and defend the title to the said premises against the lawful claims and demands of all persons whomsoever.

And I, the said Nolie Kears, wife of the said W. S. Kears, for and in consideration of the sum of money above mentioned, and the further consideration hereinafter set out, have and do hereby release, relinquish and set over to the said Joseph Sondheimer all right, title and interest both legal and equitable that I now have or may hereafter have in and to the aforegranted premises by way of dower or homestead.

The foregoing conveyance is, however, upon the following conditions: That whereas, the said W. S. Kears is indebted to the Mortgagee upon two promissory notes of previous date herewith, one of which is for the sum of Four Hundred (\$400.00) Dollars, due and payable on January 1st, 1902, and bearing interest at the rate of eight per centum per annum from date until paid, the other of which is for the sum of Sixteen Hundred (\$1600.00) Dollars, due and payable one year after date, and bearing interest at the rate of eight per centum per annum from date until paid, and in addition to said indebtedness has stipulated and agreed with the Mortgagee that he will pay all taxes and other charges and assessments against said property, and it being expressly stipulated that should the Mortgagor fail to pay such taxes or other charges, that the Mortgagee may pay any taxes or other charges against said property and any sums expended for such purpose shall become a part of the principal indebtedness hereby secured, bear the rate of interest from the date it is so paid out by the Mortgagee;

Now if the Mortgagors or any one for them, shall well and truly pay to the Mortgagee the sums of money hereby recited, and all other amounts which may be paid out by the Mortgagee under the provisions of this mortgage, and all other indebtedness which may be due the Mortgagee by the said W. S. Kears according to the tenor of the notes hereinbefore recited, then this conveyance shall be void, otherwise to remain in full force and effect. And, in case of any default in the payment of said indebtedness as herein set forth, or failure upon the part of the Mortgagors to fulfill any of the stipulations and agreements herein contained, or in