

6880

Mortgage with power of Sale.

Know all men by these presents that I, J. C. Pinson of Coweta Indian Territory party of the first part for and in consideration of One Dollar to me in hand paid, and the premises hereinafter set forth does hereby grant bargain and sell unto The Farmers & Merchants Bank (a corporation) party of the second part of Coweta Indian Territory and unto its successors and assigns forever, the following property situated in the Creek Nation of the Indian Territory Western District to wit The south east quarter of the southwest quarter of Section One (1) township seventeen (17) north Range fourteen (14) east containing 40 acres more or less and being a part of the allotment of Hewetta Sarty nee Berryhill.

To Have and to hold the same to the said Farmers & Merchants Bank its successors or assigns together with all and singular the appurtenances and improvements thereto belonging, and I hereby covenant with the said Farmers & Merchants Bank that I will forever warrant and defend the title to said property against all lawful claims.

Whereas, the said J. C. Pinson ~~is~~ ^{was} the party indebted to the said Farmers & Merchants Bank in the sum of Five Hundred Dollars evidenced by promissory note dated October 12 - 1907 and given to secure a sum of money borrowed by first party from the said party of the second part for Five Hundred Dollars (\$500.00) payable to the order of Farmers & Merchants Bank of Coweta Indian Territory one year after date executed by the said first party with interest at eight percent per annum from date.

First party ^{agrees} to keep all taxes paid.

Now if said first party or anyone for him shall pay said moneys at the time and in the manner aforesaid, then the above covenants shall be null and void. and in case of non-payment of same or any part thereof, or a failure to keep said ^{agrees} then the