

William Miles and wife

To

Mortgage.

L. W. Clapp

Know all men, That William Miles and Rosetta Miles Husband and wife of Vera Indian Territory, mortgagors, hereinafter called first party, to secure the payment of the sum of Two Hundred and Fifty Dollars in hand paid by L. W. Clapp, mortgagee, party of the second part, do hereby mortgage to the said L. W. Clapp, the following described premises situated in the Creek Reservation, Indian Territory, to-wit:

The East Half of the South-east quarter of the North-east quarter and the North-west quarter of the South-east quarter of the North-east quarter of Section thirty six (36) in Township twenty three (23) North Range twelve (12) East of the Indian meridian, containing in all thirty acres more or less according to Government survey, with all the appurtenances, and warrant the title to the same. This mortgage is made to secure the payment of the money and the performance of the agreements hereinafter agreed upon to be paid and performed by first party to-wit: First - That they will pay to said L. W. Clapp, his heirs or assigns, at the office of L. W. Clapp, in Wichita Kansas, Two Hundred and Fifty ^{on the first day of September} ~~20/10~~ Dollars, with interest thereon from date until paid, at the rate of six per cent per annum payable semi-annually, on the first day of March and September in each year, and in accordance with the one promissory note of the said mortgagors of even date herewith.

Second - That in case of default in payment of said note or interest or of any sum herein agreed to be paid, or in default of performance of any agreement herein contained, first party will pay to the second party, his heirs or his assigns, interest at the rate of 8 per cent per annum semi-annually on said principal note from the date thereof to the time when the money shall be actually paid.

Third - That first party will pay all the taxes and assessments levied upon said real estate, and also all taxes assessed against the ^{second} party or his assigns on the note or debt secured hereby before the same become delinquent; also all liens, claims, adverse titles, and encumbrances on said premises; and if any of said taxes, assessments, liens and claims be not paid by first party, second party may elect to pay the same and shall be entitled to collect all sums thus paid with interest at the rate of 8 per cent per annum and this mortgage shall stand as security for the amount so paid with such interest.

Fourth - The first party will keep all buildings, fences and other improvements on said real estate in good repair, and permit no waste nor cut any timber except for clearing fields, fencing and fuel used on said premises.