

P.D. *MM*  
P.I. *MM*  
P.L. *MM*  
C.L. *MM*  
C.O. *MM*  
C.I. *MM*

within mortgage, and same is hereby released.  
 Signed and acknowledged before me Arthur J. Davis  
by J. J. Davis (Plaintiff) & J. J. Davis (lessor) a member of the firm of the

This Mortgage, Made on this 3rd day of September A. D. 1907 by and between Nellie W.  
Thompson nee Horn and O. S. Thompson of Broken Arrow Indian Territory,  
party of the first part and Sutton & Evans, a co-partnership composed of J. M. Sutton and J. D. Evans of  
Idaho, party of the second part.

WITNESSETH: That for and in consideration of the sum of Nine Hundred 00/100 DOLLARS, \$ 900 00 cash in hand paid by the said party of the second part, to the said party of the first part, the receipt of which is hereby acknowledged, the said

part of of the first part is granted, bargained and sold and do hereby grant, bargain, sell and convey unto the said party of the second part their heirs, successors and assigns, the following tract of real estate situated in Western District, Indian Territory, to-wit: The east one-half of the south west quarter (E<sup>2</sup>SW<sup>4</sup>) of Section Twenty three (23) of Township Eighteen (18) north and of Range Fourteen (14) east of the Indian Base + Meridian, Creek Nation, Indian Territory

Register containing 20 acres, more or less, according to the official government plat and survey thereof.

TO HAVE AND TO HOLD THE SAME unto the said part. les of the second part, then heirs, successors and assigns forever, with all the privileges and appurtenances unto belonging.

And the said part les of the first part for them selves and their heirs, executors, administrators and assigns, covenant with the said party of the second part that at the delivery hereof, as lawfully seized and possessed of an absolute and indefensible estate of inheritance in fee simple in and to said real estate; that the same is free and clear of all incumbrances whatsoever, and that they have a good right to sell and convey the same to the said party of the second part, and that they will and their heirs, executors and administrators shall forever warrant and defend the title to said real estate unto the said party of the second part, their heirs, successors and assigns against all lawful claims and demands whatever.

And the said O. S. Thompson husband wife of the said Nellie M. Thompson for said consideration does hereby release, relinquish, quit-claim, transfer and convey unto the said party of the second part, their heirs, successors and assigns, his right, claim or possibility of dower, a curtesy and homestead in or to said Real estate forever.

THE FOREGOING CONVEYANCE IS ON CONDITION: That, Whereas the said part 1 of the first part are justly indebted to the said party of the second part in the sum of Nine hundred 170/100 Dollars for money loaned to said first part 1 by said second party as is evidenced by one certain principal promissory note of even date herewith for Nine hundred 170/100 Dollars drawing interest at the rate of eight per centum per annum until due and eight per centum interest after due until paid; said interest payable — annually as evidenced by interest coupon notes attached thereto and payable on the first days of May and November of each year until the maturity of said principal note, said interest notes drawing eight per centum per annum interest after due until paid.

Now If the said part 12A of the first part shall pay or cause to be paid said principal and interest notes according to the tenor and effect thereof and do and perform all and every other covenant and agreement hereto, then this instrument shall be null and void, otherwise to remain in full force and effect.

It is further agreed by the said first part 12A hereto that during the continuance in force of this instrument they shall pay all taxes and assessments as and at the time required by law.

It is further agreed, by the said first part 12A hereto that they will keep the improvements on said real estate, now existing or hereafter made thereon from time to time, constantly insured against fire, until said notes are paid, in the sum of at least one million dollars Dollars, in such companies as said party of the second part may designate, said policies to be placed in the hands of said party of the second part, and that in every such contract or policy of insurance provision shall be made that all payments for losses sustained therein insured against shall be paid to the said party of the second part, or to his heirs, successors or assigns, or their interest may appear, to be used in the payment of said notes and the interest thereon as aforesaid, if not otherwise paid, but said party of the second part may allow the part of of the first part, or those having the said part of of the first part's estate in the premises, to use the same for the benefit of the interest created by the said fire, provided such remains be made and completed without unnecessary delay.

And it is further stipulated, that in case the said part less of the first part shall make default in the payment of the taxes or assessments against said real estate as and at the times required by law, or in keeping said buildings insured as aforesaid, then the said second party, or their legal representative may pay such taxes or assessments and effect such insurances, and the amount so expended therefor, with interest at the rate of 8 per cent. 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.

It is further agreed that should a petition be filed to foreclose this mortgage, gain possession of said real estate or to protect the right of the mortgagee herein or the title or possession to said real estate, that said mortgagor will pay a reasonable attorneys fee, and the payment thereof shall also be secured by this mortgage.

And if default be made in the payment of said note at maturity, or any of the interest notes when due, or of the taxes or assessments aforesaid, or to procure and maintain the fire insurance as aforesaid, or any part of either, or if it was be committed on, or improvements are removed from the land, then, in any or either event, upon the breach of any one of these conditions, the whole of the sums intended to be hereby secured shall, at the option of the grantee hereof, or the legal holder hereof, become immediately due and payable without notice, and the grantee or the legal holder hereof, or their assigns, agent or attorney, shall have the power to sell said property, or any part thereof, at public sale to the highest bidder for cash at the then front court house door, in the court in recording this Indian Territory, public notice of the time and place, and terms of sale having first been given thirty days by advertising in some newspaper published in, or of general circulation in said town or Territory, or by printed or written hand bills posted in ten public places in the vicinity of said land, at which sale the said grantee or assigns, may bid and purchase as any third person might do, and the said part less of the first part hereby authorize the said grantee, or their assigns, to convey said property to any purchaser at said sale, and the recitals of its deed of conveyance shall be taken as prima facie true, and the proceeds of said sale shall be applied first, to the payment of all costs and expenses attending said sale; second, to the payment of said debt and interest, and the remainder, if any, to the grantor.

It is further agreed, that the said part less of the first part hereby waive all rights of appraisalment, sale or redemption and homestead in and to said mortgaged premises.

In testimony whereof the part two of the first part have hereunto subscribed their names and affixed their seals this 3<sup>rd</sup> day of September A. D. 1907.

Witnesses: M. P. Fraker Nellie W. Thompson Seal  
O. S. Thompson Seal

UNITED STATES OF AMERICA, INDIAN TERRITORY, }  
WESTERN DISTRICT, } ss. Personally appeared before me Mr. P. Fraker, a notary  
public within and for said District and Territory Nellie M. Thompson nee Bow and O. S. Thompson