

This Mortgage, Made on this 24<sup>th</sup> day of September, A. D. 1907, by and between J. J. Smith and Hattie J. Smith husband and wife of Broken Arrow Indian Territory, party of the first part and J. B. Bartlett of Tulsa of Oklahoma, party of the second part.

WITNESSETH: That for and in consideration of the sum of Two Hundred fifty & no/100 DOLLARS, \$ 250.00 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 party of the first part has granted, bargained and sold and do hereby grant, bargain, sell and convey unto the said party of the second part his heirs, successors and assigns, the following tract of real estate situated in 2<sup>nd</sup> Recording District, Indian Territory, to-wit:

The north fifty (50) acres of the north half of the north west quarter (NW 1/4) of Section nineteen (19) of township twenty one (21) north and Range fourteen (14) east of the Indian Base & meridian Cherokee nation

containing 2.2 acres, more or less, according to the official government plat and survey thereof.

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

And the said party of the first part for them self and their heirs, executors, administrators and assigns, covenant with the said party of the second part that at the delivery hereof, are lawfully seized and possessed of an absolute and indefeasible 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, his heirs, successors and assigns against all lawful claims and demands whatever.

And the said Hattie J. Smith wife of the said J. J. Smith for said consideration does hereby release, relinquish, quit-claim, transfer and convey unto the said party of the second part, his heirs, successors and assigns, all her right, claim or possibility of dower and homestead in or to said Real estate forever.

THE FOREGOING CONVEYANCE IS ON CONDITION: That, Whereas the said party of the first part is justly indebted to the said party of the second part in the sum of Two Hundred fifty & no/100 Dollars for money loaned to said first part by said second party as is evidenced by one certain principal promissory note of even date herewith for Two Hundred fifty & no/100 Dollars drawing interest at the rate of 8 per centum per annum until due and 8 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 per centum per annum interest after due until paid.

Now if the said party 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 herein, 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 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 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 100 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, as 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 the first part, or those having the said part of the first part's estate in the premises, to use the same for the repair of the injuries caused by the said fire, provided such repairs be made and completed without unnecessary delay.

And it is further stipulated, that in case the said party 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 of keeping said buildings insured as aforesaid, then the said second party, or his legal representative may pay such taxes or assessments and effect such insurance; 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 of keeping the fire insurance as aforesaid, or any part of either, or if waste be committed on, or improvements be removed from the land, then, in any or either event, upon the breach of any one of these conditions, the whole of the same 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 his 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 county of Oklahoma, 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 assignee may bid and purchase as any third person might do, and the said party of the first part hereby authorize the said grantee, or his 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 debts and interest, and the remainder, if any, to the grantor.

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

In testimony whereof the party of the first part has hereunto subscribed their names and affixed their seals this 24<sup>th</sup> day of September, A. D. 1907.

Witnesses: Ella Allsup J. J. Smith  
A. A. Allsup Hattie J. Smith  
J. D. Evans

UNITED STATES OF AMERICA, INDIAN TERRITORY.

WESTERN DISTRICT, ss. Personally appeared before me J. D. Evans a notary public within, and for said District and Territory J. J. Smith and Hattie J. Smith

to me well known as the identical person whose names appear to and upon the within and foregoing instrument, as parties, grantor and who stated and acknowledged to me that they had executed the same as their voluntary act and deed, for the consideration, uses and purposes therein mentioned and set forth, and I do hereby so certify.

And also, on the same day, voluntarily appeared before me the said Hattie J. Smith wife of the said J. J. Smith to me well known, and in the absence of her said husband declared and acknowledged to me that she had, of her own free will and accord executed said mortgage and signed and sealed her relinquishment of dower and homestead therein, for the consideration, uses and purposes therein contained and set forth, without compulsion or undue influence of her said husband.

Witness my hand and official seal this 25<sup>th</sup> day of September, A. D. 1907.  
(SEAL) J. D. Evans My commission expires 12-12-1911 Notary Public.

Filed for Record Sep 26 1907 9<sup>th</sup> o'clock AM

Otis Lorton  
Deputy Clerk and Ex-Officio Recorder.