

## This Mortgage,

Made on this the

Third

day of

August

1907,

by and between

Anna L. French

and John S. French, wife and husband

of Tulsa, Indian Territory, parties of the first part and W. E. Dunaway

party of the second part, WITNESSETH: That for the consideration of the sum of Eight Hundred Dollars,

cash in hand paid by the said party of the second part to the said parties of the first part, the receipt of which is hereby acknowledged, the said parties of the first part have

Granted, Bargained and Sold and do hereby Grant, Bargain, Sell and Convey unto the said party of the second part, his heirs and assigns, the following tract of real

estate situated in Tulsa, Western District, Indian Territory, to-wit: The Northeast, Forty (40) feet of the Southeast, Fifty (50) feet of Lot One (1)

in Block 2nd (2) in the Original Town of Tulsa, more particularly described as follows: Beginning at a point on the Eastern line of said

Lot One (1), ten (10) feet north westerly from the South Eastern corner of said Lot One (1), thence along the Eastern line of said Lot One North

Westerly forty (40) feet; thence at right angles and parallel with the Southern line of said Lot One, South westerly one hundred

and forty (40) feet to the Westerly line of said Lot One; thence South Easterly along said line forty (40) feet; thence at right angles and

parallel with the Southern line of said Lot One, North Easterly one hundred and forty (40) feet to the place of beginning

According to the official plat and survey thereof approved by the Secretary of the Interior of the United States. TO HAVE AND TO HOLD the same unto the said party of the

second part, his heirs and assigns forever, with all the privileges and appurtenances thereunto belonging.

And the said parties of the first part for themselves and their heirs, executors, administrators and assigns covenant with the said

party of the second part that at the delivery hereof they 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 and assigns against all lawful claims and demands whatsoever.

And the said Anna L. French wife of the said John S. French for said consideration does hereby release, relinquish and quit-claim, transfer and convey unto the said party of the second part his heirs 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 parties of the first part justly indebted to the said party of the second part in the sum of

Eight Hundred Dollars for borrowed money

evidenced by certain promissory notes of even date herewith, drawing interest at the rate of six per cent. per annum until paid; payable

semi-annually on the first day of March and Sept.

Now, if the said parties of the first part shall pay or cause to be paid said notes and the interest thereon 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.

AND IT IS FURTHER AGREED by the said first parties hereto that during the continuance in force of this instrument, the said first parties agree to pay all taxes, charges or assessments,

general or special, that may be levied upon said real estate by the authority of the town, village or city in which said real estate is situated, or any part thereof when the same shall become by law due and payable,

including all taxes, and assessments of every kind and character levied upon the interest therein of the mortgagee or his legal representatives and assigns; to pay all taxes levied upon said mortgage;

and the said mortgagee shall not be entitled to any offset against the sums hereby secured for taxes so paid and that the said parties of the first part will exhibit once a year, on demand, receipts of the proper persons to said

party of the second part, its successors or assigns, showing payment thereof, until the indebtedness hereby secured shall be fully paid. The said first parties further agree to constantly keep the said

premises free from mechanics' liens and all other liens, and to preserve and maintain the security hereunder against any adverse, superior or interfering claim or interest.

The said first parties agree to keep all buildings, fences, sidewalks and other improvements on said real estate in as good repair and condition as the same are in at this date, and that they

will permit no waste, and especially no cutting of shrubbery, fruit or shade trees; and the commission of waste shall, at the option of the mortgagee, render this mortgage due and payable. Said first parties

further agree that they will at no time permit any part of the premises to be used in the conduct of any illegal or disreputable business, or such as will tend to injure or cause undue deterioration or

unfitness of said premises for general business or residence purposes; that they will permit no unnecessary accumulation of combustible material upon said premises; that they will constantly

keep in proper order all pipes, connections, fixtures and attachments of every kind relating to the plumbing for and use of Natural or manufactured gas, or both, water supply and sewerage, furnaces, steam pipes

and boilers, so as to prevent damage or undue risk to the property thereby, and that they will keep all electric light wires and connections in safe condition and properly insulated; the party

of the second part reserving for himself and his representatives the right to enter upon and inspect the premises at any reasonable hours and as often as he or they may desire.

And the said first parties agree to at once insure the buildings upon said premises against loss by fire and lightning in the amount of \$1200 Dollars, and in an

equal amount against tornadoes, in insurance companies approved by said second party, for not less than a three year term and to at once deliver the insurance policies, properly assigned or pledged to said

second party, as collateral and additional security for the payment of said promissory notes and the interest thereon, as well as for the payment of all such sums of money as may have been advanced

and paid, as herein provided, by said party of the second part; and that in the event of the failure, neglect or refusal of said first parties to so insure the buildings, or to reinsure the same, and deliver the

policies properly assigned or pledged to the said W. E. Dunaway, before noon of the day on which any of such policies shall expire, then said second

party hereby authorized and empowered by these presents, to insure or reinsure said buildings for said amount; and the said W. E. Dunaway

may sign all papers and applications necessary to obtain such insurance, in the name, place and stead of the said first parties. And it is further agreed that in the event of loss under such policy or policies, the

said second party shall have, and he hereby specifically gives, full power to demand, receive, collect and settle the same, and for that purpose may, in the name, place and stead of the said first parties,

and as agent and attorney in fact, sign and endorse all vouchers, receipts and drafts that shall be necessary to procure the money thereunder, and to apply the amount so collected toward the payment of the

indebtedness hereby secured, and to assign any and all policies of insurance to subsequent owners; and if any of said agreements be not performed as aforesaid, then said party of the second part or

assigns, may effect such insurance as hereinbefore agreed, paying the cost thereof; and may also pay the final judgment for statutory lien claims, including all costs; and for the repayment of all money so paid,

with interest thereon from the time of payment at the rate of six per cent. per annum, payable semi-annually, these presents shall be as security, in like manner and with like effect as for the payment of

said note and interest coupons. It is hereby further stipulated and agreed that every insurance policy issued on the premises covered by this mortgage during the existence of said mortgage, shall be assigned as

collateral security to the party of the second part, or assigns, as above provided, and whether the same have been actually assigned or not, the same shall, in case of loss, be payable to said second party, or assigns

to the extent of their interest in said premises.

And it is further stipulated, that in case the said first parties of the first part shall make default in 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 and assessments and effect such insurance, and the amount so expended therefor,

with interest at the rate of six per cent. from date of such expenditure until paid, shall be considered a sum the repayment of which is intended to be hereby secured.

And it is further agreed that should a portion be filed to foreclose the mortgage, gain possession of said real estate or to protect the right of the mortgagee herein or the title or possession of said real

estate that said mortgagee shall pay a reasonable attorney's fee and the payment thereof shall also be secured by the mortgage.

And if default be made in the payment of said note at maturity, or any interest payment when due, or of the taxes or assessments aforesaid, or to procure and maintain such insurance, or any part of either,

or if waste be committed on, or improvements are removed from the land, then in any or either event, upon the breach of these conditions, or any or either of them, the whole of the sums intended to be hereby

secured shall, at the option of the grantee herein, or the legal holder hereof, become immediately due and payable without notice, and the grantee or 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 front door of the Post Office in Tulsa, in the Indian

Territory as same may be located at time of sale, public notice of the time and place, and terms of sale, having first been given 30 days notice 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 5 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 parties 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 such 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 grantors. All rights of appraisal, sale or redemption and homestead are hereby waived by the grantors herein.

PART 2nd of the first part agree to pay for recording the release of this mortgage when same is paid.

IN TESTIMONY WHEREOF, The parties of the first part have hereunto subscribed their names and affixed their seals.

Witnesses: Geo. W. Davis, Percy Collins, Anna L. French, John S. French

UNITED STATES OF AMERICA, INDIAN TERRITORY, ss. Western District, Personally appeared before me Geo. W. Davis, a Notary

Public within and for said District and Territory, Anna L. French and John S. French her husband

to me well known as the identical persons 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 also, on the same day, voluntarily appeared before me the said Anna L. French wife of the said

John S. French 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 or any possibility 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 on this the 8th day of August, 1907.

Geo. W. Davis, Notary Public.

UNITED STATES OF AMERICA, INDIAN TERRITORY, ss. Western District, Personally appeared before me, a Notary

Public within and for said District and Territory, and

to me well known as the identical persons whose names appear to and upon the within and foregoing instrument as part 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 also, on the same day, voluntarily appeared before me the said wife of the said

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 or any possibility 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 on this the day of 1907.

Notary Public.

Filed for Record August 30 1907 at 4:20 o'clock P.M. O. S. Foster

Deputy Clerk and Ex-Officio Recorder.