

P. D. 124
P. I. 124
P. L. 124
C. L. 124
C. D. 124
C. E. 124

This Mortgage,

Made on this the

Twenty

day of

October

1907,

by and between

Bernard E. Capps and Rachel F. Capps, his wife
of Indian Territory, part of the first part and M. E. Stunkel

party of the second part, WITNESSETH: That for the consideration of the sum of One Thousand Dollars, 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, her heirs and assigns, the following tract of real estate situated in North Tulsa Northern District Indian Territory, to-wit: The West half of Lot 100 of Block 11, Township 36 North, Range 10 East, Meridian 10 West, in North Tulsa, more particularly described as follows: Beginning at the south west corner of said Lot 100, thence north westerly, along the westerly line of said Lot, one hundred and fifty (150) feet to the north westerly corner of said Lot; thence along the north westerly line of said Lot, north easterly forty (40) feet; thence south easterly, and parallel to the westerly line of said Lot, one hundred and fifty (150) feet to the south westerly line of said Lot; thence along the south westerly line of said Lot, south westerly 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, her heirs and assigns forever, with all the privileges and appurtenances thereto belonging.

And the said party 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, her heirs and assigns against all lawful claims and demands whatsoever.

And the said Rachel F. Capps wife of the said Bernard E. Capps for said consideration does hereby release, relinquish and quit-claim, transfer and convey unto the said party of the second part her 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 party of the first part justly indebted to the said party of the second part in the sum of One Thousand Dollars for borrowed money

evidenced by any certain promissory note, of even date herewith, drawing interest at the rate of any per cent. per annum until paid; payable annually on the first day of April and October

Now, if the said party of the first part shall pay or cause to be paid said note, 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 part, hereto that during the continuance in force of this instrument, the said first part, hereto 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 mortgage or hereto legal representatives and assigns; to pay all taxes levied upon said mortgage; and the said mortgage, shall not be entitled to any offset against the sums hereby secured for taxes so paid (and that they 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 part, hereto 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 intervening claim or interest.

The said first part, hereto 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 part, hereto 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 repair all pipes, connections 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 part hereto of the second part reserving for themselves and their representatives the right to enter upon and inspect the premises at any reasonable hours and as often as they or they may desire.

And the said first part, hereto agree to at once insure the buildings upon said premises against loss by fire and lightning in the amount of Five Dollars, and in an equal amount against tornadoes, in insurance companies approved by said second part, hereto, for not less than a three year term and to at once deliver the insurance policies, properly assigned or pledged to said second part, hereto, as collateral and additional security for the payment of said promissory note and the interest to accrue 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 part hereto of the second part; and that in the event of the failure, neglect or refusal of said first part hereto to so insure the buildings, or to reinsure the same, and deliver the policies properly assigned or pledged to the said M. E. Stunkel, before noon of the day on which any of such policies shall expire, then said second

part hereto hereby authorized and empowered by these presents, to insure or reinsure said buildings for said amount; and the said M. E. Stunkel may sign all papers and applications necessary to obtain such insurance, in the name, place and stead of the said first part hereto. And it is further agreed that in the event of loss under such policy or policies, the said second party shall have, and hereto hereby specifically given, 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 part hereto, 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 hereto 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 any 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 coupon. 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 as mortgagee in said premises.

And it is further stipulated, that in case the said first part hereto 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 hereto legal representative may pay such taxes or assessments and effect such insurance, and the amount so expended therefor, with interest at the rate of any 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 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 of said real estate that said mortgagee will pay a reasonable attorney's 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 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 other 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 hereto 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 assignee may bid and purchase as any third person might do, and the said parties of the first part hereby authorize the said grantee, or hereto 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 hereto of the first part agree to pay for recording the release of this mortgage when same is paid.

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

Witnesses: George M. Adams Bernard E. Capps Seal
J. D. Huchabay Rachel F. Capps Seal
Seal Seal

UNITED STATES OF AMERICA, INDIAN TERRITORY,

Western District, ss. Personally appeared before me C. H. Haley, a Notary Public within and for said District and Territory, Bernard E. Capps, and Rachel F. Capps, his wife to me well known as the identical person whose name appear to and upon the within and foregoing instrument, as part hereto 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 Rachel F. Capps wife of the said Bernard E. Capps 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 5 day of October 1907.
My commission expires June 29 1909 C. H. Haley Notary Public.

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Filed for Record Oct 9 1907 at 11:05 o'clock A. M.

Alvin L. Lorton
Deputy Clerk and Ex-Officio Recorder.