

P. D. V. ☒  
P. I. M. ☒  
P. L. ☒  
C. L. ☒  
C. D. ☒  
C. I. ☒

Know all Men by these Presents, That Ollie E Lewis his wife, of Dawson Indian Territory, part of the first part, for

and in consideration of the sum of Two Hundred forty-four and 10/100 DOLLARS, to me in hand paid by E E Lowrey of Dawson party of the second part, the receipt of which is hereby acknowledged, have granted, bargained and sold, and do hereby grant, bargain, sell and convey unto the said second party, its successors or assigns, the following described real estate situated in the town of Dawson Indian Territory, to-wit:

all of Block four (4) together with all the the improvements thereon in the town of Dawson, to have and to hold the same unto the said E. E. Lowrey and unto his heirs and assigns forever with all the privileges and appurtenances thereto belonging

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 second party, its successors or assigns forever, with all the privileges and appurtenances thereto belonging, and the said first part, for and her heirs, executors, administrators and assigns, covenant with the said second party, its successors and assigns, that they are free from all incumbrances

that me lawfully seized and possessed in fee of the aforegranted premises; that me ha. be good right to sell and convey the same to the said second party, as aforesaid; and that me will and me heirs, executors and administrators, shall forever warrant and defend the title to said real estate against all lawful claims and demands whatever

And I, the said Ollie E Lewis, wife of the said E. E. Lowrey for and in consideration of the said sum of money, do hereby release and quit claim, transfer and relinquish, unto the said second party, its successors and assigns, all my right of possibility of dower in or to said real estate.

The foregoing conveyance is on condition: "That whereas, the said first part E. E. Lowrey justly indebted to the said second party, in the sum of Two Hundred Forty-four and 10/100 Dollars, for borrowed money, evidenced by a promissory note, of even date herewith, with interest thereon from for above amount at the rate of per cent annum

Now, if the said first part E. E. Lowrey shall pay, or cause said note to be paid, with interest, according to the tenor and effect thereof, and perform all and every other covenant and agreement herein, then this instrument shall be null and void, and shall be released at the cost of said first part; otherwise to remain in full force and effect.

And it is hereby further stipulated, that during the continuance of this instrument in force, the said first part E. E. Lowrey shall at all times keep all Taxes fully paid, as required by law and shall keep the buildings on said premises insured against loss or damage by fire, tornado or lightning in the sum of not less than \$ 25,000 loss, if any, payable as follows: First, to the said E. E. Lowrey First Mortgagee as interests may appear at the time of loss; Second, to Second Mortgagee as his interests may appear at the time of loss. Said part of the first part hereby agree to deliver at once, insurance policies as above required, issued by a reliable insurance company, and approved by said second party; and before the expiration of any of said policies, said first part or assigns, shall have said policies renewed and delivered to said second party. Said first part or assigns agree that the premiums on said insurance policies shall be fully paid at the time of the delivery of said policies and for a term of not less than three years.

AND IT IS FURTHER HEREBY AGREED, That in case the said first part E. E. Lowrey shall make default in payment of said notes, or the interest thereon, when due, or the taxes or in keeping said buildings insured as aforesaid, or the principal or interest of any prior incumbrances against said real estate, then the said second party, its successors or assigns, or legal representative, may pay such taxes or the incumbrances or interest thereon effect such insurance, and the amount necessarily expended therefor, with interest at per cent per annum from the date of such expenditure until repaid shall be considered a sum, the repayment of which is intended to be hereby secured. And said first part hereby waive any and all rights of appraisement, sale or redemption, provided for in chapter 51, of the Indian Territory Statutes, 1890, the same being An Act on Mortgages adopted May 2, 1890, are entitled under the act of the legislature approved March 17, 1879 and March 17, 1883

And if default be made in the payment of the sums hereby secured at maturity, or when the same or either of them become due and payable, or if any taxes or assessments, now or hereafter levied or imposed in said against said real estate, or if any installment of principal or interest of any mortgage or lien prior to this are not paid when the same are due and payable, or if default be made in the agreement to keep said property insured, as herein set forth, then, in either of these cases, the sum hereby secured, with the interest thereon, shall immediately become due and payable, at the option of the mortgagee or assigns, without notice. Then the said grantee, or its assign, agent or attorney, shall have power to sell said property at public sale, to the highest bidder, for cash, at the front door of the U. S. Postoffice in Dawson District, Indian Territory, the same may be located at the time of sale, public notice of the time and place of said sale having first been given 30 days, by advertising in some newspaper published in said district, or by printed or written hand-bills posted up in five public places in said city; at which sale the said grantee or assignee may bid and purchase as any third person might do; and we hereby authorize the said grantee or assignee to convey said property to anyone purchasing at said sale, and the recitals of his 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, shall be paid to said grantors or their assigns.

WITNESS our hands and me on this 4 day of April A. D. 1907  
Witnesses: E. E. Lowrey  
Ollie E Lewis

UNITED STATES OF AMERICA, INDIAN TERRITORY, }  
Western District, }  
within and for the above Personally appeared before me a Notary Public to me well known as the identical person whose name appears upon the within and foregoing instrument, as party grantor, and who stated and acknowledged to me that she had executed the same as her voluntary act and deed, for the consideration aforesaid and purposes therein mentioned and set forth, and do hereby certify that she on the same day, voluntarily appeared before me the said Ollie E Lewis wife of the said E. E. Lowrey to me well known, and in the absence of her said husband, declares 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 rights therein contained and set forth, without compulsion or undue influence of her said husband. Witness my hand and official seal on this the 4 day of April 1907  
My commission expires 12 - 15 - 1907

Filed for Record April 6 1907 at 11 o'clock A. M.  
Otis Lorton  
Deputy Clerk and Ex-Officio Recorder.

Signed and acknowledged before me April 28 - 1907  
E. E. Lowrey  
his wife  
Ollie E Lewis  
Notary Public