

Know all Men by these Presents, That William F. NelsonBirdie Nelsonhis wife, of Indian Territory, part of the first part, for

and in consideration of the sum of Three Hundred and no/100 DOLLARS, to them in hand paid by The Denning Investment Company, 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 Indian District, in

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Creek Nation, Indian Territory, to-wit: Lot One (1) and the northerly half of Lot Two (2) in Block One Hundred and sixty One (61) in the Original Town of Indian, Beginning at the North Eastern corner of said Lot Two (2), thence along the north westerly line of said Lot Two (2) southwesterly one hundred and forty (40) feet to the north westerly corner of said Lot Two (2); thence along the westerly line of said Lot Two (2) south easterly fifty (50) feet; thence at right angles and parallel with north westerly line of said Lot Two (2); one hundred and forty (40) feet to the easterly line of said Lot Two (2); thence north westerly, fifty (50) 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 second party, its successors or assigns forever, with all the privileges and appurtenances thereto belonging.

And the said first part is for themselves and their heirs, executors, administrators and assigns, covenant with the said second party, its successors and assigns, that they are lawfully seized and possessed in fee of the aforegranted premises; that same is free and clear of all incumbrance except a mortgage of \$3000.00 to M. S. Baynton; that they have good right to sell and convey the same to the said second party, as aforesaid; and that they will and their 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 Birdie Nelson, wife of the said William F. Nelson, 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 or possibility of dower in or to said real estate.

The foregoing conveyance is on condition: "That whereas, the said first part is are justly indebted to the said second party, in the sum of Three Hundred Dollars, for borrowed money, evidenced by it promissory note of even date herewith, with interest thereon from maturity at the rate of 8 per cent. per annum \$3500 mch 1 1908 - \$7500 sept 1 1908 - \$7500 mch 1 1909 - \$7500 sept 1 1909."

Now, if the said first part 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 is; 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 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 \$2500, loss, if any, payable as follows: First, to M. S. Baynton, First Mortgagee as his interests may appear at the time of loss; Second, to The Denning Investment Company, Second Mortgagee as its interests may appear at the time of loss. Said part is 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 their assigns, shall have said policies renewed and delivered to said second party. Said first part or their 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 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 incumbrance against said real estate, then the said second party, its successors or assigns, or legal representative, may pay such taxes or prior incumbrances, or interest thereon, or effect such insurance, and the amount necessarily expended therefor, with interest at eight 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 appraisalment, sale or redemption, provided for in chapter 51, of the Indian Territory Statutes, 1899, the same being An Act on Mortgages, adopted May 2, 1890.

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 Indian Territory 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 assigns, 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 Indian, Western District, Indian Territory, as the same may be located at the time of sale, public notice of the time and place of said sale having first been given thirty 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 seals on this 13th day of August, A. D. 1907.

Witnesses:

H. H. Backfinger
A. O. Watson

William F. Nelson
Birdie Nelson

Seal

Seal

UNITED STATES OF AMERICA, INDIAN TERRITORY,

Western District, Indian Territory Personally appeared before me D. B. Crewson a Notary Public within and for said District and Territory William F. Nelson and Birdie Nelson, his wife to me well known as the identical persons whose names appear to and upon the within and foregoing instrument, as part of 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 Birdie Nelson wife of the said William F. Nelson, 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 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 2 day of September, 1907.

My commission expires sep 27, 1910

D. B. Crewson Notary Public.

Filed for Record sept. 13 1907 at 1:40 o'clock P. M.

Olto Lorton
Deputy Clerk and Ex-Officio Recorder.