

# INDIAN TERRITORY REAL ESTATE MORTGAGE, WITH POWER OF SALE.

No. 1506.

441

Know all Men by these Presents, That Henry Knisel, a single man

of the County of Tulsa, Indian Territory, hereinafter referred to as party of the first part, in consideration of the sum of One thousand six hundred and twenty Dollars, in hand paid by UNION TRUST COMPANY, (an Indian Territory Corporation), hereinafter referred to as party of the second part, the receipt whereof is hereby acknowledged, first party has Granted, Bargained, Sold and Conveyed, and by these presents does hereby Grant, Bargain, Sell and Convey unto the said UNION TRUST COMPANY, (an Indian Territory Corporation), its successors and assigns, the following described premises in The City of Tulsa Indian Territory, to-wit:

Beginning at the Northwest corner of lot five, Block 76, City of Tulsa, thence south forty seven feet (47) thence east one hundred and forty (140) thence north forty seven feet (47) thence west one hundred and forty feet (140) to the place of beginning being the North 47 feet of said lot 5 Block 76 City of Tulsa.

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 premises above described with the appurtenances thereunto belonging, to the said UNION TRUST COMPANY, (an Indian Territory Corporation), its successors and assigns forever. And the said party of the first part covenants with the said party of the second part that he is lawfully seized in fee of said premises and that they are free from all incumbrances that he has a good right to sell and convey the same and that he will, and his heirs, executors, administrators and assigns shall forever warrant and defend the title to said real estate against all lawful claims and demands whatever.

And said wife of said for and in consideration of said above sum of money does hereby release and quit claim, transfer and relinquish unto said party of the second part, its successors and assigns, all her right, claim and possibility of dower and homestead in or to said real estate forever. The foregoing conveyance is made on condition: That

WHEREAS, said party of the first part is justly indebted to the said party of the second part in the sum of (\$1620) One thousand six hundred and twenty Dollars for money loaned to the party of the first part by the party of the second part evidenced by one principal promissory note of even date herewith, interest thereon from date at the rate 7 per cent per annum, payable semi-annually, on the first days of May and November in each year in accordance with the coupons thereto attached; said note being more specifically described as follows, to-wit:

## PRINCIPAL NOTE.

No. 1620 after date for value received 1 promise to pay to the order of The Union Trust Co. November 16, 1906 the principal sum of (\$1620) One thousand six hundred and twenty Dollars with interest thereon at the rate of 7 per cent per annum from date, said interest being payable semi-annually, according to the tenor and effect of two interest coupon notes; one being for \$810 Dollars and one each for \$810 Dollars, bearing even date herewith, both principal and interest coupons payable at the principal office of the UNION TRUST COMPANY, in Tulsa, Indian Territory, in lawful money of the United States. This note and interest coupons shall draw interest from maturity, at the rate of eight per cent per annum, payable semi-annually, if not paid when due. And if default be made in the payment of any interest coupon, or any part thereof, at the time and place aforesaid, then said principal sum shall at once, at the option of the holder of this Note, become due and payable.

This Note and Interest Coupons thereto attached are secured by Mortgage on Real Estate situated in the Western District of Indian Territory, which is a First Lien upon the property therein described.

Henry Knisel

Now, if 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 each and every covenant and agreement herein contained, then this instrument shall be null and void, otherwise to be a lien in full force and effect.

It is expressly, mutually stipulated and agreed as follows:

FIRST. In case of default of payment of any sum herein covenanted to be paid, or in default of the performance of any covenant contained, the said first party agrees to pay the said second party or its assigns, interest at the rate of eight per cent per annum, computed semi-annually, on said principal note from the date thereof to the time when the money shall be actually paid. Any payments made on account of interest shall be credited in said computation so that the total amount shall be, and not exceed, the legal rate of eight per cent.

SECOND. The first party agrees to pay all taxes and assessments levied upon said real estate, also all liens, claims, adverse titles, and incumbrances on said premises, and if not paid within ten days after the same are due and chargeable or become liens upon said real estate, the holder of this mortgage may at his option, without notice, declare the whole sum of money herein secured, due and payable at once; or may elect to pay such taxes or assessments and be entitled to interest on the same at the rate of eight per cent per annum, and this mortgage shall stand as security for the amount so paid with such interest.

THIRD. Said first party agrees to keep all buildings, fences and other improvements on said real estate, in as good repair and condition as the same are in at this date, and shall permit no waste, and especially no cutting of timber, except for making and repairing fences, on the place and such as shall be necessary for fire wood for the use of the grantor's family; and the commission of waste shall, at the option of the holder of this mortgage, render this mortgage due and payable.

FOURTH. And the said first party agrees to at once insure the building upon said premises against loss by fire, in the amount of One thousand six hundred and twenty Dollars, in insurance companies approved by said second party, and to at once deliver the insurance policies, properly assigned or pledged to said second party, and that in the event of the failure, neglect or refusal of said first party to so insure the buildings or to re-insure the same and deliver the policies properly assigned or pledged to the said UNION TRUST COMPANY before noon of the day on which any such policies shall expire; said second party is hereby authorized and empowered by these presents, to insure or re-insure said buildings for said amount, and the said UNION TRUST COMPANY, may sign all papers and applications necessary to obtain such insurance in the name, place and stead of said first party; and it is further agreed that in the event of loss under such policy or policies, the said party shall have full power to demand, receive, collect and settle the same and for that purpose may in the name, place and stead of said first party, and as his agent and attorney in fact, sign and endorse all vouchers, receipts and drafts that may be necessary to procure the money thereunder, and to apply the amount so collected toward the payment of the note, interest coupons and interest thereon hereby secured, and if any of said agreements be not performed as aforesaid, then said party of the second part or its assigns, may effect such insurance as hereinbefore agreed, paying the cost thereof; and may also pay the final judgment for statutory liens, claims including all costs and for the re-payment of all money so paid with interest thereon from the time of payment, at the rate of eight 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.

FIFTH. The said first party agrees that should a petition be filed to foreclose this mortgage, gain possession of said real estate or to protect the rights of the mortgagee herein, or the title to or the possession of said real estate, that he will pay an attorney's fee to be fixed, determined and allowed by the Court, and the payment thereof shall also be secured by this mortgage.

SIXTH. The said first party agrees that if the maker of the note shall fail to pay any of said money, either principal or interest when the same becomes due and payable, or to conform to or comply with any of the foregoing covenants, the whole sum of money herein secured, may at the option of the holder of the note hereby secured and at his option only and without notice, be declared due and payable and may be foreclosed by the holder hereof as provided by law, or the party of the second part or the legal holder hereof, or his assigns, agent, or attorney, shall have the power to sell such property or any part thereof at public sale to the highest bidder for cash at Tulsa in the Indian Territory, public notice of the time and place and terms of sale having first been given for thirty days by advertising in some newspaper published of general circulation in said town or territory, or by printed or written hand bills posted up in ten public places in the vicinity of said land, at which said party of the second part or its assigns, agent, or attorney in fact, may bid and purchase as any third person might do. And said party of the first part authorizes and empowers said party of the second part or its successors or assigns, to convey said property to any purchaser at said sale and the recitals of the 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 party of the first part.

SEVENTH. Said first party and in consideration of the money loaned as aforesaid, hereby waives and relinquishes all rights of redemption, appraisement and homestead allowed by law.

IN TESTIMONY WHEREOF, Said party of the first part has hereunto set his hand, this 16 day of November 1906

WITNESS:

Henry Knisel

Seal  
Seal  
Seal

UNITED STATES OF AMERICA, INDIAN TERRITORY, Western DISTRICT, SS.

ACKNOWLEDGMENT.

On this 16th day of November 1906, before me Henry Knisel, a single man to me personally well known as the person within and for the Western District in the Indian Territory, appeared in person Henry Knisel, a single man whose name appears upon the within and foregoing Mortgage Deed as one of the parties grantor, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth, and I do hereby so certify.

And I further certify that on this day voluntarily before me wife of the said to me to be well known to be the person whose name appears upon the within and foregoing Mortgage Deed, and in the absence of her said husband, declared that she had of her own free will signed the relinquishment of dower and homestead therein expressed, for the purpose therein contained and set forth, without compulsion or undue influence of her said husband.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, as such in the Western District of the Indian Territory, on the 16th day of Nov 1906

[SEAL] My commission expires June 1, 1910  
Filed for Record Nov. 17, 1906 at 2 o'clock P M.

Vonal Clay Notary Public.  
Chas. L. Latham Deputy Clerk and Ex-Officio Recorder.