

H. 1. *M*.....
 F. L.
 C. L.
 G. D.
 G. I.

Know all Men by these Presents,

Know all Men by these Presents, That Licero L. Holland and Maude A
Holland his wife, of Tulsa and Okla, hereinafter referred to as party of the first part, in consideration of the sum
of Five Thousand 00/100 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 Tulsa Indian Territory, to-wit:

a part of Lot One (1) in Block One Hundred and Eighteen (118) more particularly described as follows: Beginning at the North-westerly corner of said Lot One (1) in Block One Hundred and Eighteen (118), thence in a easterly direction along the southerly line of Third (3) Street a distance of Forty (40) feet, thence in a southeasterly direction parallel to the westerly line of said First (1) Avenue to the southerly line of Lot One (1), thence in a westerly direction along the southerly line of said line of Alley to place of beginning, a part of Lot Two (2) in Block One Hundred and Eighteen (118) more particularly described as follows: Beginning at the North-westerly corner of Lot Two (2), thence in an easterly direction along the northerly line of said Lot, a distance of Forty (40) feet, thence in a southeasterly direction a distance of Fifty (50) feet, and Nine (9) inches parallel with the westerly line of said Lot and Lot (40) feet distant therefrom, thence in a westerly direction a distance of Forty (40) feet to the alley line on a line parallel with the northerly line of said Lot, thence in a northerly direction a distance of Fifty (50) feet and Nine (9) inches along line to place of beginning.

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 they are lawfully seized in fee of said premises and that they are free from all incumbrances that they have good right to sell and convey the same and that they will, and their 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 Hazel A. Woodland wife of said Leandro A. Woodland 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 1 - 1/2

WHEREAS, said party of the first part is justly indebted to the said party of the second part in the sum of Five Thousand and no/100 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 8 per cent per annum, payable semi-annually, on the first days of January and July in each year in accordance with the coupons thereto attached; said note..... being more specifically described as follows, to-wit:

PRINCIPAL NOTE.

No. 3000.00 July 11th, 1907
July 11th 1912 after date for value received We promise to pay to the order of Union Trust Company Tulsa
the principal sum of Five thousand 00/100 Dollars with interest thereon at the rate of eight per cent per annum
from date, said interest being payable semi-annually, according to the tenor and effect of ten interest coupon notes; one being for Five hundred 00/100
Dollars and more each for Two hundred 00/100 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.

Gerard L. Holland
Maude A. Holland

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 \$200,000 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 insurer to pay the proceeds of such policy, or if it shall become known that the same are being withheld from payment, or if it shall appear that the same have been fraudulently obtained, then the said first party agrees to immediately notify the said UNION MUTUAL COMPANY, in which case the Union Mutual Company will advance the sum of \$200,000 Dollars to the said second party, and the said first party agrees to reimburse the said Union Mutual Company for the same as soon as the same can be recovered from the insurer.

shall first party to said 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; and 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

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 hereby secured, and if 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 moneys 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

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

any of the foregoing bidders who whose bid is not the highest bidder may have the right of purchase of the land at the price of the highest bid in his option only and without notice or sealed bids and pay the same to 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: Twelve 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 assignee, 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

SEVENTH. Said first party for 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 parties of the first part have hereunto set their hands, this 10th day of July, 1907.

WITNESS:
Gordon L. Holland

Mande a Holland Seal



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

On this 10th day of July, 1907, before me, Charles H. Fingle a Notary Public

within and for the Western District in the Indian Territory, appeared in person Wesley C. Smith to me personally well known as the person whose name appears upon the within and foregoing Mortgage Deed as one of the part ies grantor, and stated that he had executed the same for the consideration and purposes

And I further certify that on this day voluntarily before me Marijo A. Holland, wife of the said Carlene A. Holland to me

And I further certify that on this day voluntarily before me James A. McQuinn, wife of the said John McQuinn 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

IN TESTIMONY WHEREOF, I have herunto set my hand and official seal, as such Notary Public, in the Water District

of the Indian Territory, on the 11th day of July, 1907

[SEAL] My commission expires SEP 1 1960 Notary Public.
West. Long

Filed for Record April 19 1901 at 10 o'clock a M.
W. C. Rector
 Deputy Clerk and Ex-Officio Recorder.

(continued)

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