

Oklahoma Real Estate Mortgage.

KNOW ALL MEN BY THESE PRESENTS: That Mr. Eunice P. Mitchell & John L. Mitchell husband of Tulsa, Indian Territory hereinafter referred to as party of the first part, in consideration of the sum of Fifteen Hundred (\$1500.00) DOLLARS in hand paid by J. H. Bates Davidson 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 J. H. Bates Davidson successors and assigns, the following described premises situated in Tulsa County, Oklahoma, to-wit:

the North Fifty (50) feet of Lot Two (2) and the South Twenty Five (25) feet of Lot One (1) both in block one hundred fifty-one (151) according to the original plat of the town of Tulsa, Creek Nation, Indian Territory.

TO HAVE AND TO HOLD the premises above described, with the appurtenances thereunto belonging, to the said J. H. Bates Davidson 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 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 John L. Mitchell husband of said Eunice P. Mitchell wife of said Eunice P. Mitchell for and in consideration of said 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 following conveyance is on condition that whereas said party of the first part is justly indebted to said party of the second part in the sum of Fifteen Hundred (\$1500.00) Dollars for money loaned to the party of the first part by the party of the second part, evidenced by seven principal note and four interest coupons of even date herewith, with interest thereon from maturity at the rate of eight per cent per annum; all of said notes payable at the offices of C. D. Coggeshall & Co., in Tulsa, Oklahoma and described as follows: One principal note of \$ 1000.00 due April 15th, 1907; one interest coupon

of \$ <u>60.00</u> due <u>10-15-07</u> ; one interest coupon	of \$ <u>60.00</u> due <u>4-15-08</u> ; one interest coupon
of \$ <u>60.00</u> due <u>10-15-08</u> ; one interest coupon	of \$ <u>60.00</u> due <u>4-15-09</u> ; one interest coupon
of \$ due; one interest coupon	of \$ due; one interest coupon
of \$ due; one interest coupon	of \$ due; one interest coupon
of \$ due; one interest coupon	of \$ due; one interest coupon

Now, if said party of the first part shall pay or cause to be paid said notes 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 stipulated and agreed that said party of the first part shall keep all taxes and assessments fully paid as required by law, and shall keep the buildings on said premises insured against loss or damage by fire and tornado in the sum of \$ 1000.00 with loss payable to said party of the second part as interest may appear. And in case of the failure or neglect of said party of the first part to do so, said party of the second part may pay such taxes and assessments and effect such insurance, and shall 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.

The said first party agrees that if the makers 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 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 for 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 Oklahoma, public notice of the time and place and terms of sale having first been given for thirty days by advertising in some newspaper published in or of general circulation in said town or state, or by printed or written hand bills posted up in ten public places in the vicinity of said land, at which sale 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 hereby 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.

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 party of the first part has hereunto set her hand this 15th day of April 1907

Witness:
C. D. Coggeshall

Eunice P. Mitchell [SEAL]
John L. Mitchell [SEAL]

ACKNOWLEDGMENT.

UNITED STATES OF AMERICA, _____ SS.

On this _____ day of _____, 1907, before me _____, within and for the above named _____ appeared in person _____, to me personally well known as the person 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 appeared before me _____ wife to the said _____ to me well known to be the person whose name appears upon the within and foregoing Mortgage Deed, in the absence of her said husband, declared that she had of her own free will signed the relinquishment of dower 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 above named _____ on the day and date as first above written.

[SEAL] _____ Notary Public.

My commission expires _____

TO BE USED WHEN TITLE IS IN WIFE

UNITED STATES OF AMERICA, Indian Territory, Muskogee District SS.

On this 15th day of April, 1907, before me C. D. Coggeshall, within and for the above named Eunice P. Mitchell, appeared in person Eunice P. Mitchell & John L. Mitchell, to me personally well known as the person 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 appeared before me Eunice P. Mitchell wife to said John L. Mitchell to me 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 executed the same, for the consideration and purposes therein contained and set forth, without compulsion or undue influence of her said husband.

IN TESTIMONY WHEREOF, I have hereunto set my hand as such Notary Public in the above named Indian Territory on the day and date as first above written.

[SEAL] Madison Dickson C. D. Coggeshall Notary Public.

My commission expires May 13th, 1907

Filed for record April 16 1907 at 922 o'clock A M.

Otis S. Lorton
Deputy Clerk and Ex-Officio Recorder.