

P. D. M.
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C. D.
C. I.

Robert T. Epperson & wife

To

Mortgage With Power of Sale.

Jimm M. Lehman

Know All Men By These Presents:

That we, Robert T. Epperson, and wife, Charlotte Epperson, of Tulsa, Indian Territory, hereinafter known as the parties of the first part, for and in consideration of the sum of seven Hundred and Fifty Dollars cash in hand paid the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto Jimm M. Lehman, hereinafter known as the party of the second part, his heirs, successors and assigns, forever, the following described land and property, to-wit:-

A part of lots two (2) and three (3), in block number Thirty Eight (38), in the city of Tulsa, Western Judicial District of the Indian Territory, more particularly described as follows: - a plot of ground 76 x 150 feet having a frontage of 150 feet, ^{on} Cheyenne Avenue and a uniform depth of 76 feet adjoining North First St. 76 ft. to a line which is parallel thereto and 150 feet northwesterly thereof.

Together with all the improvements, buildings and appurtenances thereto belonging, incident or appertaining, consisting of one corrugated iron cotton storage house, one frame cotton seed storage house, one corrugated iron gin house, one frame office building; also, all machinery in said buildings or on said lots situate including the cotton gin plant thereon, the same being the gin plant of the Tulsa Cotton Gin Company, a firm composed of said Robert T. Epperson, alone, consisting, among other things, of three seventy saw timber huller gins, with Murray cleaners and feeders, double box revolving cotton press, Corlies engine, about 60 horse power, tubular boiler about 80 horse power, belts pulleys, shafts and all other appurtenances belonging to said ginning outfit;

This conveyance is subject to a mortgage of \$850.00 in favor of Edward J. Hines, which covers the land above described only and does not cover any improvements or machinery on said lots.

To Have and To Hold said property unto said party of the second part, his heirs and assigns, forever, and we hereby covenant with said party of the second part that we will forever warrant and defend the title to said property unto said party of the second part and his heirs and assigns against the lawful claims of all persons, except as herein above referred to.

And I, said Charlotte Epperson, wife of said Robert T. Epperson, do in consideration of said sum of money, hereby release and forever relinquish my right of dower and homestead in and to said premises.

This sale, however, is on condition that Whereas, I, the said Robert T. Epperson, am justly indebted to the said Jimm M. Lehman in the sum of seven Hundred and Fifty Dollars (\$750.) evidenced by one promissory note of even date herewith, and payable to the order of said Jimm M. Lehman, on March 1st, 1902, and bearing interest from date at the rate of eight per centum per annum, until paid:

Now, if I, said Robert T. Epperson, shall pay said sum of money evidenced to be paid by said note at the time and in the manner aforesaid, then the above conveyance shall be void, provided also, that I have at my own expense kept said property well insured in some reliable insurance company, the policies being payable to the said party of the second part herein, subject to the rights of said Hines, and that I pay all taxes against said property when the same are due; but, should I fail to so keep said property insured and said party of the second part or his heirs or assigns shall have to have the same insured and pay the premiums therefor, or that should I fail to pay the taxes against said property and said second party, his heirs or assigns should