

No. 7.

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

Thomas J. Crowell and Allie M. Crowell,

To

Mortgage With Power of Sale

The Coweta State Bank.

Know all Men By These Presents:

That Thomas J. Crowell and Allie M. Crowell, for and in consideration of One dollar to them in hand paid, and the premises herein after set forth do hereby grant, bargain and sell unto the Coweta State Bank of Coweta, Ind. Ter. Indian Territory and unto its successors and assigns, forever, the following property situated in the Western District, Ind. Ter. to wit: Lot No. Seven (7), in block No. One Hundred Seventeen (117), in the Town of Tulsa, according to the Official Plat and Survey thereof approved by the secretary of the interior of the United States. This Mortgage is subject to a 1st. & 2^d. Mortgage, to The Interstate Mortgage Trust Co., dated May 24th, 1906.

To have and to hold the same to the said Coweta State Bank its successors or assigns together with all and singular the appurtenances and improvements thereto belonging; and we hereby covenant with the said Coweta State Bank that we will forever warrant and defend the title to said property against all lawful claims.

And I, Allie M. Crowell wife of the said Thomas J. Crowell do hereby release unto the said Coweta State Bank all my right and dower in and to said lands. This sale is on condition that:

Whereas, the said Thomas J. Crowell and Allie M. Crowell are justly indebted to the said Coweta State Bank in the sum of One Hundred Fifty and no 100 (\$150.00) dollars, evidenced by two promissory notes dated: May 31st, 1906, for Seventy Five (\$75.00) dollars each, bearing 8% interest from maturity. One coming due Jan. 1st, 1907, and one coming due January 1st, 1908 payable to the order of the Coweta State Bank executed by Thomas J. Crowell and Allie M. Crowell with interest at Eight per cent per annum after maturity.

First parties agree to keep the buildings on the above premises constantly insured against loss by fire and tornado in a sum not less than \$1500.00, and loss, if any, payable to second party, as interest may appear at the time, and policies delivered to said second party, and to keep all taxes paid.

Now, if said first parties, or any one of them, shall fail to pay said mortgage at the time and in the manner aforesaid, then the above covenances shall be null and void. And in case of non payment of same or any part thereof, or a failure to keep said insurance and tax agreements, then the whole shall be at once due and payable and the said grantee or its assignee, agent or attorney in fact, shall have power to sell said property at public sale, to the highest bidder for cash, at Tulsa, Ind. Ter. public notice of the time and place of said sale having been first given thirty days, by advertising in some newspaper published in said city or by ten printed or written hand bills posted in ten public places in said city, at which sale said grantee or its assignee, agent or attorney in fact, may bid and purchase as any third person might do. And we hereby authorize the said grantee or its 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 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 grantee. The enforcement and right of redemption allowed by law are hereby expressly waived.

Witness our hands and seals this 31st day of May, A. D. 1906.

Witnesses:

Benj. S. Crowell

Thomas J. Crowell

(Seal)

Allie M. Crowell

(Seal)