

No. 55.

P. I. 22
P. L.
C. L.
C. D.
C. I.

L. K. Cone and Wife,

to

Frank C. Gow

Real Estate Mortgage

Know all Men by These Presents: That I, L. K. Cone and Edith M. Cone his wife, of Tulsa in Creek Nation of Ind. Ter. for and in consideration of the sum of One Thousand and Ten ^{no}/₁₀₀ (\$1010⁰⁰) Dollars, to us in hand paid by Frank C. Gow of Monett, Mo, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and do hereby grant, bargain, sell and convey unto the said Frank C. Gow and unto his heirs and assigns, the following described real estate situated in The South Half of Lot Two (2). Block sixty one (61), and all of Lot Three (3) Block sixty one, according to the "Official Plat" and "Government Survey" of the City of Tulsa, Ind. Ter.

To have and to hold the same unto the said Frank C. Gow and unto his heirs and assigns forever, with all the privileges and appurtenances thereto belonging.

And we, the said L. K. Cone and Edith M. Cone for ourselves and our heirs, executors, administrators and assigns, covenant with the said Frank C. Gow his heirs and assigns, that We lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances; that We have good right to sell and convey the same to the said Frank C. Gow as aforesaid; and that We will and our heirs, executors and administrators, shall forever warrant and defend the title to said real estate against all lawful claims and demands whatever.

And I, the said Edith M. Cone wife of the said L. K. Cone for and in consideration of the said sum of money, do hereby release and quit claim, transfer and relinquish, unto the said Frank C. Gow and his heirs and assigns, all my right or possibility of dower in or to said lands.

The foregoing conveyance is on conditions: That, whereas, the said Edith M. Cone and L. K. Cone are jointly indebted to the said Frank C. Gow in the sum of One Thousand and Ten ^{no}/₁₀₀ Dollars, for borrowed money, evidenced by One certain promissory note of even date herewith, and due six months after date.

Now if the said Edith M. and L. K. Cone shall pay or cause said note to be paid, with interest, according to the tenor and effect thereof, then this instrument to be null and void; otherwise to remain in full force and effect.

And it is hereby further stipulated that during the continuance of this instrument in force, the said L. K. and Edith M. Cone shall at all times keep all taxes 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 not less than \$; loss, if any, payable to the said Frank C. Gow as his interest may appear.

And it is further hereby agreed, That in case the said L. K. and Edith Cone shall make default in payment of taxes or of keeping said building insured as aforesaid, then the said Frank C. Gow or his legal representative, may pay such taxes, and effect such insurance, and the amount necessarily expended therefor, with interest at 8 per cent. per annum from the date of such expenditure until repaid shall be considered a sum, the repayment of which is intended to be hereby secured. And we hereby waive all rights of appraisement or redemption to which we are entitled under the Acts of the Legislature, approved March 17, 1879 and March 17, 1883, respectively.