

No. 665.

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

Laura M. Harrison and Husband,

To

Indian Territory Real Estate Mortgage.

The State Mortgage Trust Company

Know all Men By These Presents, that Laura M. Harrison and William Harrison her husband of Tulsa Indian Territory hereinafter referred to as party of the first part, in consideration of the sum of One Thousand Dollars in hand paid by The State Mortgage Trust Company 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 The State Mortgage Trust Company its successors and assigns, the following described premises situated in Creek Nation Indian Territory to wit: The North half (1/2) of Lot No. Two (2) in Block No. Two Hundred Three (203) in the Town of Tulsa according to the official Plat and Survey thereof approved by the Secretary of the Interior of the United States.

To Have and To Hold The premises above described, with the appurtenances thereto belonging, to the said The State Mortgage Trust Company its successors and assigns forever. And the said party of the first part covenants with the said party of the second part that she is lawfully seized in fee of said premises, as her own separate property, that they are free from all incumbrances, that she has good right to sell and convey the same, and that she, will, and her heirs, executors, administrators, and assigns, shall forever warrant and defend the title to said real estate against all lawful claims and demands, whatever.

The foregoing conveyance is in evidence that whereas said party of the first part is justly indebted to said party of the second part in the sum of One Thousand Dollars for money loaned to the party of the first part by the party of the second part, evidenced by one promissory note of several dates herewith, with interest thereon from date at the rate of six per cent per annum payable semi-annually on the first days of March and September in each year in accordance with the coupons thereto attached.

Now, if said party of the first part shall fail or cease 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 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 herein 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 promissory note, from the date thereof to the time when the money shall be actually paid. Any payments made in or out of interest shall be credited in said computation, so that the total amount collected 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 claims, 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 buildings upon said premises against loss by fire in the amount of One Thousand 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 first party to insure the buildings or to re-insure the same and deliver the policies properly assigned or pledged to the said The State Mortgage Trust Company, before noon of the day on which any such policies shall expire, then said second party is hereby authorized and empowered by these presents, to insure or re-insure said buildings for said amount, and the said The State