No. 97.

Cornelius B. Perryman, a widower
to
The Inter-State Mortgage Trust Co.

Real Estate Mortgage

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

Know All Men By These Presents, That Cornelius B. Perryman, a widower, of Tulsa, I.T, hereinafter referred to as party of the first part, in consideration of the sum of One hundred twenty-five Dollars in hand paid by The Inter-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 Inter-State Mortgage Trust Company, its successors and assigns, the following described premises situated in Western District, Creek Nation, Indian Territory, to-wit: The North half (1/2) of the North West quarter (1/4) and the South East quarter (1/4) of the North West quarter (1/4) of Section No. Seventeen (17) Township No. Nineteen (19) Range No. Twelve (12) East of the Indian Meridian, containing one hundred twenty (120) acres, 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 thereunto belonging, to the said The Inter-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 he is lawfully seized in fee of said premises, that they are free from all incumbrances, that he has good right to sell and convey the same, and that he will, and his 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 — wife of said — 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 unto said real estate forever.

The foregoing 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 One Hundred Twenty Five Dollars for money loaned to the party of the first part by the party of the second part, evidenced by two promissory notes of even date herewith, with interest thereon from maturity at the rate of eight per cent per annum.

Now, if said party of the first part shall pay or cause 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 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 required by law, and shall keep the buildings on said premises insured against loss or damage by fire and tornado, in the sum of $ — with loss payable to said party of the second part. And in case of the failure or neglect of said party of the first part so to do, 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 maker 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 to or comply with any of the foregoing covenants, the whole sum of money ~~herein~~ secured, may at the