



Robert T. Efferson and Wife,

To

Mortgage with power of sale.

Jesse M. Lehman

Known All Men By These Presents:-

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

A part of lots numbered two (2) and three (3), in block number thirty eight (38), in the city of Tulsa, Western Judicial District of the Indian Territory, said part of said lots being more particularly described as follows:- A plot of ground 76 x 150 feet having a frontage of 150 feet on Chicago Avenue and a uniform depth of 76 feet adjoining North First Street 76 feet, to a line which is parallel thereto and 150 feet northwesterly thereof, together with all the improvements, buildings and appurtenances thereto belonging, or in anywise 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. Efferson, alone, consisting among other things, of three separate saw lumber hulling gins with Murray blunders and feeders, double box revolving cotton presses, Corlies engine, — horse power, tubular boiler, — horse power, belts, pulleys, shafts, and all other appurtenances belonging to said ginning outfit. This conveyance is subject to a mortgage of \$850.00 partially paid in favor of Edward J. Thines, 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 the said party of the second part and his heirs and assigns against the lawful claims of all persons, except as herein before excepted to.

And, I, the said Charlotte Efferson, wife of the said Robert T. Efferson, do, in consideration of said sum of money, do hereby release and relinquish unto the said party of the second part and his heirs and assigns, all my right of dower and homestead in and to said premises and property.

This Sale, However, Is on Condition, that:- Whereas, I, the said Robert T. Efferson, am justly indebted to the said party of the second part in the sum of Four Hundred and No/100 Dollars (\$400.00), as is evidenced by one certain promissory note, of even date herewith, and payable to the order of said second party, on March 1st, 1907, and bearing interest from date at the rate of eight per centum per annum, until paid.

Now, if I, said Robert T. Efferson, shall pay or cause to be paid the sum of money evidenced by said note at the time and in the manner aforesaid, then the above conveyance shall be null and void; provided also, that I do, at my own expense, keep said property well insured in some reliable insurance company the policies being made payable to the said party of the second part, as his interest may appear, subject to the rights of said Thines, and also that I pay all taxes against said property when the same are due; but, should I fail to so keep said property insured, or so keep said taxes paid, and said party of the second part shall so insure said property and pay the premiums thereon, and shall pay said taxes, or in either event, then such payments shall be a charge against the said property and this mortgage shall secure the same just as it secures said note and interest, and I agree to pay said charges with interest thereon from the date said second party shall pay the same.

But, in case of non-payment of said note and interest thereon and said charges, if any there be, when due, then the