

No. 443.

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

E. Whrig and Wife,

To

Union Trust Co.,

Real Estate Mortgage with Power of Sale.

Know All Men By these Presents:

That E. Whrig and Ella A. Whrig his wife of Tulsa, D.T., hereinafter referred to as party of the first part, in consideration of the sum of Five Hundred forty \$500.00 Dollars in hand paid by Union Trust Company (an Indian Territory Corporation) 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 Union Trust Company (an Indian Territory Corporation), its successors and assigns, the following described premises in Western District Indian Territory, to-wit: All of Lot One (1) and the N. E. 1/4 of E. 1/4 of NE 1/4 of Section Four (4), Township Twenty (20), Range Thirteen (13) East.

To Have and To Hold the premises above described with the appurtenances thereto belonging to the said Union 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 they are lawfully seized in fee of said premises and same are free from all incumbrances. That they have a good right to sell and convey the same and that they will, and their 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 Ella A. Whrig wife of said E. Whrig for and in consideration of the said sum of money does hereby release and quit claim, transfer and relinquish unto the said party of the second part, its successors and assigns, all her right, claim and possibilities of dower and homestead in and to said real estate forever. This sale is made on condition, that whereas said party of the first part is justly indebted to the said party of the second part in the sum of Five Hundred forty Dollars formerly loaned to the party of the first part by the party of the second part, evidenced by one promissory note of even date herewith with interest thereon from date at the rate of six (6) per cent per annum, more or less as hereinafter described as follows, to-wit:

\$540.00

Tulsa, Ind. Ter., August 8th 1906.

Two years after date, we, or either of us, promise to pay to the order of
Union Trust Company, Tulsa, Ind. Ter.

Five Hundred forty \$500.00 Dollars

For value received, negotiable and payable at office of Union Trust Company, Tulsa, Ind. Ter., without deduction or discount, with interest from date at the rate of six (6) per cent per annum until paid; and if interest is not paid semi-annually, to become as aforesaid and bear same rate of interest. The drawers and endorser severally waive presentation for payment, protest and notice of protest, and non-payment of this note, and agree to pay attorney's fees, all court costs, and all other expenses incurred in collecting this note and interest, or any part thereof.

Due Aug 8, 1908

P.W.

Signed

E. Whrig
Ella A. Whrig

Now if the 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 forego each and every covenant and agreement herein contained then this instrument shall be null and void otherwise be a lien in full force and effect. And in case of non-payment then the said party of the second part shall have power to sell said property at public sale to the highest bidder for cash at Tulsa in the Western District Indian Territory public notice of the time and place of the said sale having been first given thirty (30) days by advertising in some news paper published in said town or territory at which sale the party of the second part, its successors or assigns, may bid and purchase as any