COMPARED

No. 712.

P. D. 224
P. I. 224
P. L.
C. L.
C. D.
C. I.

Christopher W. Singleton and Wife,
To
The Inter-State Mortgage Trust Co.

Indian Territory Real Estate Mortgage.

Know All Men By These Presents, That Christopher W. Singleton and Bessie Singleton, his wife, of Tulsa, I. T. hereinafter referred to as party of the first part, in consideration of the sum of Seven Hundred Fifty 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 Creek Nation Indian Territory to-wit: Lot No. Three (3) in Block No. Three (3) in Lindsey's Addition to the City 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 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 Bessie Singleton wife of said Christopher W. Singleton 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 or to 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 Seven Hundred Fifty Dollars for money 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 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 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 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 principal note from the date thereof to the time when the money shall be actually paid. Any payments made on account 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 liens, 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.