

W. W. Nickles and Wife,

To

Real Estate Mortgage with Power of Sale.

Clarence G. Eaton,

Know all Men By These Presents, That W. W. Nickles and Marquette W. Nickles his wife, of Tulsa, D. T., hereinafter referred to as party of the first part, in consideration of the sum of six hundred fifty and no/100 dollars in hand paid by Clarence G. Eaton, 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 Clarence G. Eaton, its successors and assigns, the following described premises in Tulsa, Indian Indian Territory, to-wit:

West one half (1/2) of lot number four, in block One hundred sixty nine (169), as shown by the original official plat;

To Have and To Hold, the premises above described with the appurtenances thereunto belonging to the said Clarence G. Eaton, his 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 fact 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 Marquette W. Nickles wife of said W. W. Nickles 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 six hundred fifty and no/100 dollars for money loaned to the party of the first part by the party of the second part, and owed by one promissory note of even date herewith with interest thereon from date at the rate of six per cent per annum, more specifically described as follows, to-wit:

\$650.00

Tulsa, Ind. Ter., August 15, 1906

Six months after date, we, or either of us, promise to pay to the order of Clarence G. Eaton, Tulsa, Ind. Ter. six hundred fifty and no/100 dollars for value received, negotiable and payable at office of Clarence G. Eaton, Tulsa, Ind. Ter. without deduction or discount, with interest from maturity at the rate of six per cent per annum until paid; and if interest is not paid annually to become a principal and bear same rate of interest. The drawers and endorsers 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. Dated February 15, 1907, P. O. Tulsa, D. T. W. W. Nickles. Marquette W. Nickles.

Now, if the said party of the first part shall fail to 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 be valid 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 newspaper published in said town or territory, at which sale the party of the second part, its successors or assigns, may bid and purchase, saving third persons might do.

Said party of the first part hereby authorizes said second party, its successors or assigns, to convey said property to any one purchasing at said sale and to convey an absolute title thereto and in the recitals, its deeds or conveyances shall be taken as Prima Facie true and the proceeds of the said sale shall be applied first, to the payment of all

Remand of land in and for money Mortgage, the sum of \$650.00, due on 8/15/06, in full of money, interest and costs in said mortgage & date. This the 8th day of June a 1907.

Attest, R. P. Harrison, Clerk
By Owen Lorton, Deputy