

COMPLETED

No. 1127.

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

N. W. Wells and Wife,

To

John M. Winters,

Mortgage of Real Property.

This Indenture made this 13th day of October, A.D. 1906 between N. W. Wells of Tulsa, D. T. party of the first part and Anna Wells his wife, and John M. Winters of Quincy, Illinois party of the second part,

Witnesseth: That, whereas, the said N. W. Wells party of the first part is justly indebted to the said John M. Winters party of the second part in the principal sum of One Thousand and no/100 (\$1000.00) Dollars, with interest at the rate of eight per cent per annum, which said indebtedness is evidenced by three certain promissory notes of even date herewith, to-wit: One note due October 13th, 1907, for \$500.00 One note due October 13th, 1907, for \$200.00 One note due —, 190—, for \$ — One note due —, 190—, for \$ —

Now, Therefore, the said N. W. Wells party of the first part, and Anna Wells, his wife, for the better securing the payment of the said indebtedness, with interest thereon according to the tenor and effect of said notes, above mentioned, do hereby give, grant, bargain, sell, convey, demise and quit claim unto the said John M. Winters party of the second part, and his heirs forever the following described real estate, to-wit:

The South half of Lot Two (2) in Block One hundred and twenty-nine (129) in the Town of Tulsa, Indian Territory, with all the improvements thereon at the present time, or that hereafter may be placed thereon, together with all the privileges and appurtenances thereto belonging.

To Have and To Hold the above granted premises to the said John M. Winters and his heirs, in fee simple forever, and the said N. W. Wells, the party of the first part, hereby covenants for himself, his heirs, executors, administrators, and assigns, with the said John M. Winters his heirs, executors, administrators and assigns, that he, the said N. W. Wells, the party of the first part, is lawfully seized in fee of the above granted premises; that they are free from all incumbrances; that he has a good right to sell and convey the same to the said John M. Winters party of the second part as aforesaid, and that he, the said N. W. Wells party of the first part, and his heirs, executors, administrators and assigns will warrant the quiet enjoyment of the said above granted premises to the said John M. Winters, the party of the second part, his heirs, executors, administrators, and assigns, and will forever defend the said above granted premises against the lawful claims and demands of all persons; and for the consideration of aforesaid, and for lives, other good and valuable considerations, the receipt of which is hereby acknowledged, I Anna Wells, wife of the said N. W. Wells party of the first part, do hereby release and quit claim unto the said John M. Winters party of the second part, his heirs, executors, administrators and assigns, all my right claim or possibility of claim in and out of the above mentioned premises.

There said N. W. Wells party of the first part, his heirs, executors, administrators and assigns, further covenants and warrants unto the said John M. Winters party of the second part, his heirs, executors, administrators and assigns, that he, the said party of the first part, will pay all taxes and assessments against said land when the same are due each year, and will not commit or permit any waste upon said premises; and that the buildings and other improvements thereon shall be kept in good repair, and shall not be destroyed or removed without the consent of the said second party, and shall be kept insured for the benefit of the said second party, his heirs, executors, administrators and assigns, against loss by fire, lightning or tornado for not less than One Thousand and no/100 Dollars, in form and copy of the policy to said second party, and that all policies and annual receipts shall be delivered to said second party. If the title to the said premises be transferred, the said second party is authorized, as agent of the first party, to assign the said insurance to the grantee of the title.