No. 614.

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

L. K. Cone and Wife,
To
The Fleming Investment Company.

Indian Territory Mortgage.

Know All Men by These Presents:

That L. K. Cone, and Edith M. Cone his wife, of Tulsa Indian Territory parties of the first part, for and in consideration of the sum of One Hundred and twenty Dollars, to Them in hand paid by The Fleming Investment Company party of the second part, the receipt of which is hereby acknowledged, have granted, bargained and sold, and do hereby grant, bargain, sell and convey unto the said second party, its successors or assigns, the following described real situated in the town of Tulsa Western District, in Creek Nation, Indian Territory, to-wit: Lot Four (4) in Block Three (3) in Homers Addition to Tulsa according to the official plat and survey thereof to have and to hold the same unto the said party its successors or assigns forever, with all the privileges and appurtenances thereto belonging.

And the said first parties for themselves and their heirs, executors, administrators and assigns, covenant with the said second party, its successors and assigns, that They are lawfully seized and possessed in fee of the foregranted premises; that same is free and clear of all incumbrances except a mortgage for $1200.00 to M. E. Sunkel; that They have good right to sell and convey the same to the said second party, as aforesaid, and that They will and Their heirs, executors and administrators, shall forever warrant and defend the title to said real estate against all lawful claims and demands whatever.

And I, the said Edith M. Cone wife of the said L. K. Cone, for and in consideration of the said sum of money do hereby release and quit claim, transfer and relinquish, unto the said second party its successors and assigns, all my right or possibility of dower in or to said real estate.

The foregoing conveyance is on condition, That, whereas, the said first parties are justly indebted to the said second party in the sum of One Hundred and twenty Dollars, for borrowed money evidenced by 4 promissory notes of even date herewith, with interest thereon from maturity at the rate of 8 per cent per annum $30.00 Feby 1-1902 $30.00 Aug 1-1907 $30.00 Feby 1st 1908 $30.00 Aug 1st 1908

Now, if the said first parties shall pay or cause said notes to be paid with interest, according to the tenor and effect thereof, and perform all and every other covenant and agreement herein, then this instrument to be null and void and shall be released at the cost of said first parties otherwise to remain in full force and effect.

And it is hereby further stipulated, that during the continuance of this instrument in force, the said first parties shall at all times keep all taxes fully paid as required by law and shall keep the buildings on said premises insured against loss or damage by fire, tornado or lightning in the sum of not less than $1500, loss, if any, payable as follows: First, to M. E. Sunkel, First mortgagee, as her interests may appear at the time of loss; Second, to The Fleming Investment Company, second mortgagee, as its interest may appear at the time of loss. Said parties of the first part hereby agree to deliver at once, insurance policies as above required, issued by a reliable insurance company and approved by said second party, and before the expiration of any of said policies, said first parties or Their assigns, shall have said policies renewed and delivered to said second party. Said first parties or Their assigns agree that the premiums on said insurance policies shall be fully paid at the time of the delivery of said policies, and for a term of not less than three years.

And It is Further Hereby Agreed, That in case the said first part shall make default in payment of said notes or the interest thereon when due or the taxes or in keeping said buildings insured as aforesaid, or the principal or interest of any prior incumbrance against said real estate, then the said second party, its successors or assigns, or legal representatives, may pay such taxes or prior incumbrances, or interest thereon, or effect such insurance, and the amount