

No. 768.

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

Mary Rothhammer,

To

E. W. Francis, Executor,

Mortgage deed.

Know all Men by these Presents: That I Mary Rothhammer, a single woman, of Tulsa in Western District of Ind. Ter. for and in consideration of the sum of Five hundred Dollars, to me in hand paid by E. W. Francis Executor of Tulsa Ind. Ter. the receipt whereof is hereby acknowledged, have granted, bargained and sold, and do hereby grant, bargain, sell and convey unto the said E. W. Francis Executor and unto his heirs and assigns, the following described real estate, situated in Tulsa Ind. Ter.

All of lot number three (3) and four (4) and twelve feet off the South side of lot number two (2) all in block number nineteen (19), in Tulsa Ind. Ter. according to the approved plat of Tulsa, Ind. Ter.

To have and to hold the same unto the said E. W. Francis Executor and unto his heirs and assigns forever, with all the privileges and appurtenances thereto belonging.

And I, the said Mary Rothhammer for myself and my heirs, executors, administrators and assigns, covenant with the said E. W. Francis Executor his heirs and assigns, that I am lawfully seized in fee of the foregoing premises, that they are free from all incumbrances, that I have good right to sell and convey the same to the said E. W. Francis Executor as aforesaid; and that I will and my 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 _____ wife of the said _____ for and in consideration of the said sum of money, do hereby release and quit claim, transfer and relinquish unto the said _____ and his heirs and assigns, all my right or liability of dower in or to said lands.

The foregoing conveyance is on condition: That, whereas the said Mary Rothhammer is justly indebted to the said E. W. Francis Executor in the sum of Two hundred Dollars, for borrowed money evidenced by a note of loan dated Dec. 1st 1907 8% after maturity

Now if the said Mary Rothhammer shall pay or cause said note to be paid, with interest, according to the tenor and effect thereof, then this instrument to be null and void; 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 Mary Rothhammer shall at all times keep full taxes fully paid as required by law, and shall keep the buildings on said premises insured against loss or damage by fire and tornado in the sum of not less than \$____; loss if any payable to the said E. W. Francis Executor as his interest may appear.

And it is further hereby agreed, that in case the said Mary Rothhammer shall make default in payment of taxes or of keeping said building insured as aforesaid, then the said E. W. Francis Executor or her legal representative, may pay such taxes, and effect such insurance, and the amount necessarily expended therefor, with interest at 8 percent per annum from the date of such expenditure until repaid shall be considered a sum, the repayment of which is intended to be hereby secured. And we hereby waive all rights of a judgment or redemption to which we are entitled under the acts of the Legislature, approved March 12, 1879 and March 12, 1883, respectively.

And if default be made in payment of the same hereby secured at maturity, or when the same or either of them becomes due and payable, then the said grantee, or her assign, agent or attorney, shall have power to sell said property at public sale, to the highest bidder for cash, in Tulsa, Ind. Ter., public notice of the time and place of said sale having