

No. 771.

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

James W. Woodford,

To

Mortgage deed.

J. H. McBriney,

Know all Men by these Presents: That I James W. Woodford a single man of Tulsa in Creek Nation of Ind. Ter. for and in consideration of the sum of One thousand dollars, to me in hand paid by J. H. McBriney 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 J. H. McBriney and unto his heirs and assigns, the following described real estate situated in Tulsa Western District. All of lot number one (1) block three (3) in Lindsey addition to the town of Tulsa, Ind. Ter.

To have and to hold the same unto the said J. H. McBriney and unto his heirs and assigns forever, with all the privileges and appurtenances thereto belonging.

And I the said James W. Woodford for himself and his heirs, executors, administrators and assigns, covenant with the said J. H. McBriney his heirs and assigns, that I am lawfully seized in fee of the above granted premises; that they are free from all incumbrances; that I have good right to sell and convey the same to the said J. H. McBriney 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 possibility of dower in or to said lands.

The foregoing conveyance is on conditions: That, whereas, the said James W. Woodford is justly indebted to the said J. H. McBriney in the sum of One thousand dollars for borrowed money evidenced by a note of even date for one thousand dollars due Oct. 2-1906. 8% from Maty

Now if the said James W. Woodford shall fail to 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 James W. Woodford 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 \$1000.00; loss, if any, payable to the said J. H. McBriney as his interest may appear.

And it is further hereby agreed, that in case the said James W. Woodford shall make default in payment of taxes or of keeping said buildings insured as aforesaid, then the said J. H. McBriney or his legal representative, may pay such taxes, and effect such insurance, and the amount necessarily expended therefor, with interest at 8 per cent per annum from the date of such expenditure until repaid shall be considered as a loan, the repayment of which is intended to be hereby secured. And we hereby waive all rights of appointment 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 sum so hereby secured at maturity, or when the same or either of them becomes due and payable, then the said grantor, or his assign, agent or attorney, shall have power to sell said property at public sale, to the highest bidder for cash, in Tulsa, D. T., public notice of the time and place of said sale having first been given 30 days, by advertising in some newspaper published in said district or by printed or written hand bills posted up in public places in said city; at which sale the said grantor or assignee may bid and purchase as any third person might do; and we hereby