

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

Lizzie Gilcrease and W^m. L. Gilcrease,

To

Mortgage.

W^m. L. Gilcrease, Guardian of Florence Gilcrease,

Know all Men By These Presents: That Lizzie Gilcrease and W^m. L. Gilcrease, her husband for and in consideration of One Dollar to them in hand paid, and the premises hereinafter set forth do hereby grant, bargain and sell unto W^m. L. Gilcrease, Guardian of Florence Gilcrease of Wealaha, Indian Territory, and unto his successors and assigns forever, the following property situated in the town of Wealaha, Indian Territory to-wit: Lot Eleven (11) in Block Twenty-five (25) according to the plat thereof filed in the office of the District Clerk at Tulsa, Ind. Ter.

To have and to hold the same to the said W^m. L. Gilcrease, Guardian of Florence Gilcrease his successors or assigns, together with all and singular the appurtenances and improvements thereunto belonging; and we hereby covenant with the said W^m. L. Gilcrease, Guardian of Florence Gilcrease that we will forever warrant and defend the title to said property against all lawful claims.

And I, W^m. L. Gilcrease, husband of the said Lizzie Gilcrease do hereby release unto the said mortgage all my right and interest in and to said lands. This sale is on condition that:

Whereas, the said Lizzie Gilcrease is justly indebted to the said W^m. L. Gilcrease, Guardian of Florence Gilcrease in the sum of Twelve Hundred (\$1200.00) Dollars evidenced by promissory note dated August 29, 1906 for Twelve Hundred Dollars (\$1200.00) payable to the order of W^m. L. Gilcrease, Guardian of Florence Gilcrease. Two years after date, executed by Lizzie Gilcrease and W^m. L. Gilcrease with interest at seven (7%) percent per annum after date, payable annually.

First parties agree to keep the buildings on the above premises constantly insured against loss by fire and tornado in a sum not less than \$1200.00 and loss, if any, payable to second party as interest may appear at that time, and policies delivered to said second party, and to keep all taxes paid.

Now, if said first parties, or any one of them, shall pay said money at the time and in the manner aforesaid, then the above conveyance shall be null and void. And in case of non payment of the same or any part thereof, or failure to keep said insurance or tax agreements, then the whole shall be at once due and payable and the said grantee or its assignee, agent or attorney in fact, shall have power to sell said property at public sale, to the highest bidder for cash, at the front door of the U. S. Court House at Muskogee, D. T., public notice of the time and place of said sale having been first given thirty days, by advertising in some newspaper published in said city, or by ten printed or written hand bills posted in ten public places in said city, at which sale said grantee or its assignee, agent or attorney in fact, may bid and purchase as any third person might do. And we hereby authorize the said grantee his successors and assigns to convey said property to anyone purchasing at said sale, and the recitals of this deed of conveyance shall be taken as prima facie true. And the proceeds of said sale shall be applied, first, to all costs and expenses attending said sale; second, to the payment of said debt and interest; and the remainder, if any, shall be paid to said grantor. The assignment and right of redemption allowed by law are hereby expressly waived.

Witness our hands and seals this 29th day of August A. D. 1906.

Lizzie Gilcrease (Seal)

W^m. L. Gilcrease (Seal)

Acknowledgment.

United States of America, Indian Territory, Western Judicial District, SS.