

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

James M. Holman,

To

Mortgage deed.

E. B. Francis, Executor,

Know all Men by these Presents: That I James M. Holman a single man of Tulsa in Creek Nation of Ind. Terr. for and in consideration of the sum of One hundred & Seventy five Dollars, to me in hand paid by E. B. Francis Executor of Tulsa & I. the receipt whereof is hereby acknowledged, have granted, bargained and sold, and do hereby grant, bargain, sell and convey unto the said E. B. Francis Executor and unto his heirs and assigns, the following described real estate situated in Tulsa, D. T. All of the East one half of Lot Six (6), and the Lot Seven (7) in Block "H" of the Bullitt Addition to North Tulsa as shown by the plat thereof made by John T. Fisher for said George Bullette

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

And I, the said James M. Holman for myself and my heirs, executors, administrators and assigns, covenant with the said E. B. Francis Executor his heirs and assigns, that I am lawfully seized in fee of the foregoing granted premises; that there are no encumbrances; that I have good right to sell and convey the same to the said E. B. 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 James M. Holman is jointly indebted to the said E. B. Francis Executor in the sum of One hundred & Seventy five Dollars for borrowed money evidenced by a note of even date bearing 8% after maturity. Due Sept. 5-1907

Now if the said James M. Holman shall pay or cause said note to be paid, with interest, according to the tenor and effect thereof, then this instrument shall 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 M. Holman 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 and tornado in the sum of not less than \$ —; loss, if any, payable to the said — as his interest may appear.

And it is further hereby agreed, that in case the said James M. Holman shall make default in payment of taxes or of keeping said building insured as aforesaid, then the said E. B. Francis Executor or his 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 expenditures until repaid shall be considered a sum the payment of which is intended to be hereby secured. And we hereby waive all rights of appraisement or redemption to which we are entitled under the acts of the Legislature, approved March 12, 1877, and March 17, 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 his assign, agent or attorney, shall have power to sell said property at public sale, to the highest bidder for cash, in Tulsa, public notice of the time and place of said sale having first been given 30 days by advertising in some news paper published in said 5th District or by printed or written hand bills posted up in 5 public places in said city; at which sale the said grantee or assignee may bid and purchase as any third person