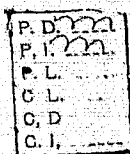


No. 270.



J. W. Friend and Wife.

To

Real Estate Mortgage

Farm and Home Savings and Loan

Association of Missouri

This Indenture, made this twentieth day of June 1906 between J. W. Friend, and his wife Julia A. Friend of Tulsa, Creek Nation, in the Western District, Indian Territory, parties of the first part, and the Farm and Home Savings and Loan Association of Missouri, a corporation organized under the laws of the State of Missouri, with its home office at Nevada, Mo., party of the second part:

Witnesseth, That the said parties of the first part, for and in consideration of the sum of two thousand and ^{no}/₁₀₀ Dollars, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have sold, and by these presents do Grant, Convey and Confirm unto the said party of the second part, its successors and assigns forever, all the following described real estate, lying and situated in Western District, Indian Territory, to wit: All of Lot number two (2), except that part described as a tract ten (10) feet wide, and fifty (50) feet long, cornering in the southwesterly corner of said Lot two (2), lying ten (10) feet along the Westerly line of said Lot from said corner Northerly, and extending Easterly along the Northerly side of the southerly line of said Lot, a distance of fifty (50) feet, a uniform width of ten (10) feet, all in Block number one hundred and six (106), in the Town (now City) of Tulsa, Indian Territory, according to the Official Plat and Survey thereof; and all improvements thereon.

And, also the 2 shares of the capital stock of said Association, represented and evidenced by the certificate thereof numbered 1618 with all the rights, privileges, and appurtenances thereunto belonging or in anywise appertaining, and all right, title, estate and interest of said grantors in and to said premises, including all homestead rights, which are hereby expressly waived and released, together with all rents of above described property, with full power and authority to collect the same in case the conditions of this mortgage become broken in any particular, and with all and singular the covenants, conditions and appurtenances thereunto belonging. If the said premises should be occupied by tenant or tenants, and at any time the grantors herein should fail to pay their monthly dues, interest, bonus or any fines, penalties or charges due from them to said party of the second part, then said Association is authorized to receive and receipt for all moneys accruing from said property, and apply the same on said dues, interest, bonus, premiums, fines, penalties, taxes, insurance or other charges; in trust, however, for the following purpose:

To Have and To Hold the same unto said party of the second part, its successors and assigns forever. Said parties of the first part hereby covenant with said party of the second part, its successors and assigns, that at the delivery hereof they are the true and lawful owners of the said premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances; that there is no one in adverse possession of same; and that they will warrant and defend the same against the lawful and equitable claims of all persons whomsoever.

Provided Always, and these presents are upon the express condition that, whereas, the said party of the second part, at the special instance and request of said parties of the first part, loaned and advanced to J. W. Friend and his wife, Julia A. Friend the sum of Five Thousand and No Dollars;

And Whereas, said parties of the first part agree with the said party of the second part, its successors and assigns, to pay all taxes and assessments, general and special, against said lands and improvements thereon, when due, and to keep said improvements in good repair, and to keep the buildings thereon constantly insured in such