

P. D. ☒
 P. L. ☒
 C. L. ☒
 C. D. ☒
 C. I. ☒

Tolbert Dickson and wife,

to

Real Estate Mortgage.

B. E. Francis, Executor,

Know all Men by These Presents: That I Tolbert Dickson and Patience W. Dickson his wife, of Tulsa in Western District of Indian Territory for and in consideration of the sum of Eleven ^{hundred} Dollars, to me in hand paid by B. E. Francis Executor of Tulsa Ind. Terr. the receipt whereof is hereby acknowledged, have granted, bargained and sold, and do hereby grant, bargain, sell and convey unto the said B. E. Francis Executor and unto his heirs and assigns, the following described real estate situated in Tulsa, Ind. Terr.

All of the East twenty two and one half feet ($22\frac{1}{2}$) of lots number three (3) and four (4) in block number twenty four (24) being a plot of ground $22\frac{1}{2}$ feet by 120 feet as shown by the approved plat of Tulsa, Ind. Terr.

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

And we, the said Tolbert Dickson and Patience Dickson his wife for ourselves and our heirs, executors, administrators and assigns, covenant with the said B. E. Francis Executor his heirs and assigns, that we are lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances; that we have good right to sell and convey the same to the said B. E. Francis Executor as aforesaid; and that we will and our 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 Patience W. Dickson wife of the said Tolbert Dickson for and in consideration of the said sum of money, do hereby release and quit claim, transfer and relinquish unto the said B. E. Francis Executor and his heirs and assigns, all my right or liability of dower in or to said lands.

The foregoing conveyance is on conditions: That, whereas, the said Tolbert Dickson and Patience W. Dickson his wife are justly indebted to the said B. E. Francis Executor in the sum of Eleven hundred Dollars for borrowed money, evidenced by a note of even date for Eleven hundred dollars due Sept 28-1902 with 5% interest from maturity.

Now if the said Tolbert Dickson or Patience W. Dickson his wife 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 Tolbert Dickson or Patience W. Dickson his wife 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 damages by fire and tornado in the sum of not less than \$1000.00; loss, if any, payable to the said B. E. Francis Executor as his interest may appear.

And it is further hereby agreed, that in case the said Tolbert Dickson or Patience W. Dickson his wife shall make default in payment of taxes or of keeping said building insured as aforesaid, then the said B. E. Francis Executor or his legal representative, may pay such taxes and effect such insurance, and the amount necessarily expended therefor, with interest at 5 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 appraisal or redemption to which we are entitled under the Acts of the Legislature of approved