

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

Ernest W. Reedy and Wife,

To,

Ellen Gillis,

Real Estate Mortgage.

Know all Men by These Presents; That I Ernest W. Reedy and Katie Reedy his wife of Tulsa in Creek Nation of Ind. Ter for and in consideration of the sum of Three Hundred ^{no}/₁₀₀ 300.⁰⁰ Dollars; to us in hand paid by Ellen Gillis 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 Ellen Gillis and unto his heirs and assigns, the following described real estate situated in Lot Seven (7), Block Thirteen (13), according to the Plat & Survey of Lynch & Kreythe Addition to Tulsa, Ind. Ter.

To have and to hold the same unto the said Ellen Gillis and unto his heirs and assigns forever with all the privileges and appurtenances thereto belonging.

And we the said Ernest W. & Katie Reedy for themselves and their heirs, executors, administrators and assigns, covenant with the said Ellen Gillis her heirs and assigns, that they lawfully seized in fee of the foregoing premises; that they are free from all incumbrances; that they have good right to sell and convey the same to the said Ellen Gillis as aforesaid; and that they will and their heirs, executors and administrators, shall forever warrant and defend the title to said real estate against all lawful ^{claims} demands whatever.

And I, the said Katie Reedy wife of the said Ernest W. Reedy for and in consideration of the said sum of money, do hereby release and quit claim, transfer and relinquish unto the said Ellen Gillis 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 Ernest W. Reedy & Katie Reedy are jointly indebted to the said Ellen Gillis in the sum of Three Hundred ^{no}/₁₀₀ Dollars for borrowed money evidenced by 3 notes of even date hereunto annexed in 6-12-18 months for \$100.⁰⁰ each.

Now if the said Ernest W. & Katie Reedy shall fail or cause said notes 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 Ernest W. & Katie Reedy 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 \$5000; loss, if any, payable to the said Ellen Gillis as his interest may appear.

And it is further hereby agreed, that in case the said Ernest W. Reedy and Katie Reedy shall make default in payment of taxes or keeping said building insured as aforesaid, then the said Ellen Gillis or her legal representative, may pay such taxes, and effect such insurance, and the amount necessarily expended therefor, with interest at 6 per cent. 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 appraisement 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 sums 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 Ind Ter, public notice of the time and place of said sale having first been given 60 days, by advertising in some newspaper published in said Tulsa, D. T. or by printed or written hand-bills posted up in 10 public places in said city; at which sale the said grantee or assignee may bid and purchase as any third person might do; and we hereby authorize the said grantee