

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

Al Howard and Wife

To

Indian Territory Real Estate Mortgage With Power of Sale.

L. J. Martin

Know all Men By These Presents:

That Al Howard, and Mamie Howard, his wife, of Tulsa, Indian Territory, herein after referred to as party of the first part, in consideration of the sum of Eight Hundred and Fifty (\$850.00) Dollars, now loaned by L. J. Martin, herein after referred to as party of the second part, the receipt whereof is hereby acknowledged, first party has Granted, Bargained, Sold and Conveyed, and by these presents does hereby Grant, Bargain, Sell and Convey unto the said L. J. Martin, his heirs and assigns, the following described premises in the Western District of the Indian Territory, to-wit: The South Half (1/2) of the Southwest Quarter (1/4) of Section Twenty, Township Nineteen, Range Fourteen, according to the Government survey thereof.

To Have And To Hold, the premises above described with the appurtenances thereunto belonging, to the said L. J. Martin, his heirs and assigns forever. And the said party of the first part covenants with the said party of the second part that they are lawfully seized in fee of said premises and that they are free from all incumbrances, that they have good right to sell and convey the same, and that they will, and their heirs and assigns shall forever warrant and defend the title to said real estate against all lawful claims and demands whatever.

And said Mamie Howard, wife of said Al Howard, for and in consideration of said above sum of money, does hereby release and quit claim, transfer and relinquish unto said party of the second part, his heirs and assigns, all her right, claim and priority of dower and homestead in and to said real estate forever. The foregoing conveyance is made on condition: That Whereas, said party of the first part is justly indebted to the said party of the second part in the sum of Eight Hundred and Fifty (\$850.00) Dollars, for money loaned to the party of the first part by the party of the second part, evidenced by one principal promissory note of even date herewith, interest thereon from date at the rate of eight per cent per annum payable annually on the first of August in each year, said note being more specifically described as follows, to-wit:

Principal Note

\$850.00. August 1, 1906.

Five (5) years after date, for value received, we promise to pay to the order of L. J. Martin, the Principal sum of Eight Hundred and Fifty (\$850.00) Dollars, with interest thereon at the rate of eight per cent per annum from date, said interest being payable annually, both principal and interest payable at the First National Bank of Tulsa, Indian Territory, in lawful money of the United States. This note shall draw interest at the rate of eight per cent per annum, payable annually from date until paid. And if default be made in the payment of the interest, or any part thereof, at the time and place aforesaid, then said principal sum shall at once, at the option of the holder of this Note, become due and payable. This Note is secured by Mortgage on Real Estate situated in the City of Tulsa, Western District of the Indian Territory, which is a first lien upon the property therein described for the purpose being given to pay at any interest paying time not less than \$100.00 or any multiple thereof.

Al Howard

Mamie Howard.

Now, if said party of the first part shall pay or cause to be paid said note and the interest thereon according to the tenor and effect thereof, and do and perform each and every covenant and agreement herein contained, then this instrument shall be null and void, otherwise to be valid in full force and effect. It is expressly,