No. 402.

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

J. T. Cooper and Wife.
To
Farm and Home Savings and Loan Association of Missouri.

Real Estate Mortgage

This Indenture, Made this Twentieth day of July 1906, between J. T. Cooper, and his wife, Dovie Cooper of Tulsa, Creek Nation, in 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 Three Hundred 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: Lot number five (5), in Block number ten (10), Hodge Addition to the City of Tulsa, Indian Territory, as shown per Recorded Plat of said addition; and all improvements thereon.

And, also the 3/10 share of the capital stock of said Association, represented and evidenced by the certificate thereof numbered #1617 with all the rights, privileges, and appurtenances thereunto belonging or in any wise 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 tenements, hereditaments and appurtenances thereunto belonging. If the said premises should be occupied by a 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 rents 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 conditions 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. T. Cooper and his wife, Dovie Cooper the sum of Three Hundred 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 Company or companies as said second party may designate, and the policy or policies of insurance constantly transferred to said party of the second part, its successors or assigns, and also to keep said lands and improvements thereon free from all statutory lien claims of every kind, and if any or either of said agreements be not performed as aforesaid, then said party of the second part, its successors or assigns, may pay such taxes and assessments and may effect such insurance, for such purpose, paying the costs thereof, and may also make all needed repairs, pay off any and all statutory lien claims, and may invest such sums as may be necessary