

COMPARED

No. 211.



Lena Michael

to

Mortgage of Real Property.

Jane Appleby

This Indenture, Made this 20th day of July A.D. 1906, between Lena Michael of Tulsa, D.T. and Jane Appleby of Tulsa, D.T. witnesses, that

Whereas, the said Lena Michael is justly indebted to the said Jane Appleby in the sum of Two Hundred Fifty Dollars, (\$250.00), which is evidenced by a certain promissory note of even date herewith, to-wit:

One note due July 20, 1907 for \$250.00

Now, Therefore, the said Lena Michael for the better securing the payment of the money aforesaid, with interest thereon according to the tenor and effect of said note above mentioned, do hereby grant, bargain, sell and convey unto the said Jane Appleby her heirs and assigns forever, the following described real estate, to-wit: All of Lot One (1) of Block Ninety Four (94) in the town of Tulsa, Ind. Terr. - as shown by official map of said town, with all the improvements thereon at the present time, or that hereafter may be placed thereon, together with all the privileges and appurtenances thereto belonging.

To Have and to Hold the above granted, bargained, and described premises unto the said Jane Appleby her heirs and assigns and unto her own executors, benefit and behoof forever.

And Whereas, For the further security of said indebtedness, the said party of the first part, covenant and agree with the said party of the second part, to keep the improvements on the said property at all times in a state of good repair and constantly insured for the benefit of the said party of the second part, her heirs and assigns, in one or more insurance companies satisfactory to the said party of the second part against fire, lightning or tornadoes. Should the party of the first part make default in the performance of any of these stipulations, the said party of the second part may immediately perform and discharge the same, and all accounts so expended by the said party of the second part, heirs or assigns, in paying said taxes, insurance premiums, heirs or special assessments or in protecting said title, or making said repairs, shall become a debt due in addition to the indebtedness aforesaid, and secured in like manner by this mortgage, and shall bear interest from the time of the payment ^{thereof} at the rate of eight per cent per annum payable on demand.

Rate of interest 8 per cent. from maturity until paid then these covenants and everything herein contained shall be void. But if default shall be made in the payment of said sum of money or any part thereof, or the interest thereon, at the time or time when by the condition of the said note the same shall become payable, or if said party of the second part shall at any time deem himself insecure for any cause, without assigning any reason therefor, or if said property is removed from the district aforesaid, then and thenceforth it shall be lawful for said party of the second part, his executors, administrators or assigns, or his authorized agent to declare said note and mortgage due, and to take possession and dispose of same without appraisement (the appraisement required by law being hereby expressly waived), at public auction, at the place where said property is found or taken, or at Tulsa for cash in hand, upon two weeks notice in some newspaper published in the Western district, or the county where taken, or by written notices posted in five (5) conspicuous places near the property, at which sale any of the parties hereto may purchase or other parties, and out of the proceeds of said sale, the said party of the second part to retain the sum due him, as herein set forth, and the cost of this trust and of sale, rendering the overplus, if any, to the said party of the first part, his executors, administrators or assigns, and if from any cause said property shall fail to satisfy said debt and interest aforesaid, said party of the first part hereby agrees to pay the