

COMPARED

No. 5131

Nannie House

To

Mortgage Deed with Power of Sale.

J. G. McGannon.

Know All Men by These Presents, That Nannie House and Ellis House her husband, of Tulsa Creek Nation, Ind. Ter. parties of the first part, for and in consideration of the sum of Six Hundred & fifty Dollars, to them in hand paid by J. G. McGannon, party of the second part, the receipt of which is hereby acknowledged, both granted, bargained and sold, and do hereby grant, bargain, sell and convey unto the said second party, his heirs or assigns, the following described real estate situated in the City of Tulsa, Creek Nation, Ind. Ter. to-wit:

The East twenty five feet of lot 5 in Block 106, being 25 feet of ground fronting on Third Street and extending back northerly 100 feet and being further described as, Beginning at the South East corner of Lot 5 in Block 106, running thence north, along alley 100 feet thence west, parallel with the south line of said lot and block, 25 feet, thence south parallel with west line of said lot 5, one hundred feet to the north line of East Third Street, thence east parallel with north line of said East Third Street 25 feet to place of beginning.

To Have and to Hold the same unto the said second party, his heirs or assigns forever, with all the privileges and appurtenances thereto belonging, or in anywise appertaining.

And the said first parties for themselves and their heirs, executors, administrators and assigns, covenant with the said second party, his heirs and assigns, that they are lawfully seized and possessed in fee of the aforesaid premises; that the same is free and clear of all encumbrance, that they have good right to sell and convey the same to the said second party, 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 and demands whatever.

And I, the said Ellis House, husband of the said Nannie House, for and in consideration of the said sum of money, do hereby release and quit claim, transfer and relinquish, unto the said second party, his heirs and assigns, all my right or possibility of dower and homestead in or to said real estate.

The foregoing conveyance is on condition: That, whereas, the said first parties, are justly indebted to the said second party, in the sum of Six Hundred & fifty Dollars, evidenced by one promissory note of even date herewith, with interest thereon from maturity at the rate of 8 per cent per annum, payable semi-