

C.M. 2100

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Arthur J. Stone and wife,

to

Real Estate Mortgage.

Sallie E. Gray.

Know all Men by these Presents: That I, Arthur J. Stone and Mina Stone his wife, of Tulsa in the State of Indian Territory for and consideration of the sum of five thousand and twenty (\$5020) Dollars, to us in hand paid by Sallie E. Gray of Henry County Missouri the receipt whereof is hereby acknowledged, have granted, bargained and sold, and do hereby grant, bargain, sell and convey unto the said Sallie E. Gray and unto his heirs and assigns the following described real estate situated in the town of Tulsa Creek Nation, Western District, Indian Territory, to-wit: the west fifty (50) feet of lots two (2) and three (3), and the west fifty (50) feet of the south two (10) feet of lot one (1), in Block seventy five (75) of the aforesaid town, according to the approved government plat thereof; being a plot of ground fifty (50) feet by one hundred and thirty (130) feet, having fifty (50) feet frontage on that street and one hundred and thirty (130) feet along and adjacent to the east alley line of said block. To have and to hold the same unto the said Sallie E. Gray and unto his heirs and assigns forever, with all the privileges and appurtenances thereto belonging.

And we, the said Arthur J. Stone and Mina Stone his wife, for ourselves and our heirs, executors, administrators and assigns, covenant with the said Sallie E. Gray her heirs and assigns, that we are lawfully seized in fee of the aforesaid premises; that they are free from all incumbrances; that we have good right to sell and convey the same to the said Sallie E. Gray as aforesaid; and that we will and our 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 Mina Stone wife of the said Arthur J. Stone for and in consideration of the said sum of money, do hereby release and quitclaim, transfer and relinquish unto the said Sallie E. Gray and her heirs and assigns, all my right or possibility of dower in or to said lands.

The foregoing conveyance is on conditions: that, whereas, the said Arthur J. Stone and Mina Stone his wife are justly indebted to the said Sallie E. Gray in the sum of One thousand and twenty (\$1020) Dollars for borrowed money, evidenced by their certain promissory note of even date herewith, and due on the 5th day of April, 1902, with interest from date at the rate of 5%.

Now if the said Arthur J. Stone and Mina Stone his wife shall pay or cause said note 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 Arthur J. Stone and Mina Stone his wife shall at all times keep taxes fully paid, as required by law, and shall keep the buildings and premises insured against loss or damage by fire and tornado in the sum of not less than \$ —; loss, if any, payable to the said — as his interest may appear.

And it is further hereby agreed, that in case the said Arthur J. Stone and Mina Stone his wife, shall make default in payment of taxes or keep fire of said building insured as aforesaid, then the said Sallie E. Gray or her legal representative, may pay such taxes, and effect such insurance, and the amount necessarily expended therefor, with interest at 5% per cent, for annum from the date of such expenditure until a fund shall be provided a sum, the payment of which is intended to be hereby secured. And we hereby waive all rights of appraisal 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 her assign, agent or attorney, shall have power to sell said property at public sale, to the highest bidder for cash, in the court house door in Tulsa, D.T. public notice of the time and place of said