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P. D. 321
P. 1 M.
P. L. ____
C. L. ____
C. D ____
C. I. ____

William Shelton et ux
to
Daniel Evans

Real Estate Mortgage

This Mortgage, made on this 14th day of July A.D. 1906, by and between William Shelton and Josephine Shelton his wife of Tulsa Indian Territory, party of the first part, and Daniel Evans of Iowa, party of the second part.

Witnesseth: that for and in consideration of the sum of Two Hundred & Eighteen Dollars, $218.00 cash in hand paid by the said party of the second part, to the said parties of the first part, the receipt of which is hereby acknowledged, the said parties of the first part have granted, bargained and sold and do hereby grant, bargain, sell and convey unto the said party of the second part, his heirs, successors and assigns, the following tract of real estate situated in Western District, Indian Territory, to-wit:

Lot Ten (10) Block Sixteen (16) Lynch & Forsythe's Addition to Tulsa, I.T. according to the official plat and survey thereof.

To have and to hold the same unto the said party of the second part, his heirs, successors and assigns forever, with all the privileges and appurtenances thereunto belonging.

And the said parties of the first part, for themselves and their heirs, executors, administrators and assigns, covenant with the said party of the second part, that at the delivery hereof are lawfully seized and possessed of an absolute and indefeasible estate of inheritance in fee simple in and to said real estate; that the same is free and clear of all incumbrances whatsoever and that they a good right to sell and convey the same to the said party of the second part, and that they will and their heirs, executors and administrators shall forever warrant and defend the title to said real estate unto the said party of the second part, his heirs, successors and assigns against all lawful claims and demands whatever.

And the said Josephine Shelton wife of the said William Shelton for said consideration, does hereby release, relinquish, quitclaim, transfer and convey unto the said party of the second part, his heirs, successors and assigns all her right, claim or possibility of dower and homestead in or to said real estate forever. The foregoing conveyance is on condition that:

Whereas: The said parties of the first part are justly indebted to the said party of the second part in the sum of Two hundred & Eighteen ($218) Dollars for money loaned to said first party by said second party as is evidenced by one certain principal promissory note of even date herewith for $200 with 6 Interest Coupons principal drawing interest at the rate of 7 per centum per annum as evidenced by said coupons until due and 8 per centum interest after due until paid, said interest payable semi annually as evidenced by said interest coupon notes attached thereto and payable on the first days of May and November of each year until the maturity of said principal note, said interest notes drawing 8 per centum per annum interest after due until paid, and one promissory note of even date herewith in the sum of $18.

Now if the said parties of the first part shall pay or cause to be paid said principal notes and interest notes according to the tenor and effect thereof and do and perform all and every other covenant and agreement herein, then this instrument shall be null and void, otherwise to remain in full force and effect.

It is further agreed by the said first parties hereto that during the continuance in force of this instrument they shall pay all taxes and assessments as and at the time required by law.