

COMPARED

No. 1607.

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

Estelle M. Rouch,

16

Sallie E. Gray

Real Estate Mortgage

know all Men By these presents: that we, Estella M. Roach and her husband J. N. Roach, for and in consideration of the sum of six hundred dollars (\$600) to us in hand paid by Sallie C. Gray, the receipt of which is hereby acknowledged, have granted, bargained, and sold, and do hereby grant, bargain, sell and convey unto the said Sallie C. Gray, and unto her heirs and assigns, ~~the following described real estate situated in the town of Cuba, Creek Nation, Western District, Indian Territory, being all of lots (1), two (2), three (3), and four (4), Block seven (7), according to the amended and revised plat of the~~
~~Barnett addition to the afore said town of Cuba, and to hold the same unto the said Sallie C. Gray and unto her heirs and assigns forever, with all the privileges and appurtenances thereto in anywise and in anywise appertaining, and as the said J. N. Roach, S. O. J. and Estella M. Roach, her husband, have made and made~~
the following described real estate situated in the town of Cuba, Creek Nation, Western District, Indian Territory, being all of lots to-wit:
(1), two (2), three (3), and four (4), Block seven (7), according to the amended or revised plat of the Barnett addition to the afore said town, to have and to hold the same unto the said Sallie C. Gray, and unto her heirs and assigns forever, with all the privileges and appurtenances thereto in anywise and in anywise appertaining, and we, the said Estella M. Roach, and J. N. Roach her husband, for ourselves and our heirs, executors, administrators and assigns, covenant with the said Sallie C. Gray, that we are lawfully seized in fee of the afore granted premises, that they are free from all incumbrances, that we have good right to sell the same and to convey same to said Sallie C. Gray, as afore said, and that we will and our heirs, executors, administrators, shall forever warrant and defend the title to said real estate against all lawful claims and demands whatsoever.

The foregoing conveyance is on conditions: that, whereas, the said Ecetella M. Rouch, and her husband J. K. Rouch, are indebted to Sallie B. Gray, in the sum of six hundred dollars (\$600), for borrowed money, evidenced by a certain promissory note of even date herewith, and bearing eight percent interest per annum from date; Now if the said Ecetella M. Rouch and her husband J. K. Rouch, 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 Bartlett W. Roach and her husband J. K. Roach, shall at all times keep all taxes fully paid as required by law, and shall keep the buildings on said premises insure against loss or damage by fire or tornado in the sum of not less than six hundred dollars (\$600), loss if any payable to the said Lillie W. Snipes her interest may appear.

And it is further hereby agreed, that in case the said Costella M. Roach and her husband J. W. Roach, shall make default in
payment of the taxes or keeping said building insured as aforesaid, then the said Sallie C. Gray or her legal representative, may
pay such taxes, and effect such insurance, and the amount necessarily expended therefor with interest at 8 percent per
annum, from the date of such expenditure until paid shall be considered a sum, the repayment of which is intended to
be hereby secured. And we hereby waive all rights of offset or redemption to which we are entitled. 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 assigns, agent, or attorney, shall have power to sell said property at public sale to the highest
bidder for cash, in the court house door of Tulsa, Indian Territory public notice of the time and place of said sale having first
been given thirty days by advertising in some news paper published in said town, or by written notices or hand bills posted upon
six public places in said city, at which sale the said grantee or assignee may bid and purchase or any third person might do,
and we hereby authorize said grantee or assignee to convey said property to any one purchasing at said sale, and the recital of
his deed of conveyance shall be taken as prima facie true and the proceeds of said sale shall be applied to first, to the
payment of said debt and interest; and the remainder of any shall be paid to said grantee.
Witness our hands on this the 23 day of November, 1906
Costella M. Roach. (Seal)

Witness our hands on this the 23 day of November, 1906

Estella M. Roach (Sund)
J. H. Roach (Sund)