

D. M. ☒
 P. L. ☒
 C. L. ☒
 C. D. ☒
 C. I. ☒

James G. Brand, et ux, et al
 to
 The Farm & Home Savings Loan Association

Real Estate Mortgage

This Indenture, made this Twentieth day of July, 1906 between James G. Brand and his wife, Loras Brand, and Stephen N. Smith and his wife, Bessie A. Smith of Tulsa, Creek Nation, in Western District, Indian Territory, parties of the first part, and The Farm and Home Savings and Loan Association of Missouri, a corporation organized under the laws of the State of Missouri, with its home office at Nevada, Mo., party of the second part:

Witnesseth: That the said parties of the first part, for and in consideration of the sum of Fifteen Hundred Dollars, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have sold, and by these presents do grant, convey and confirm unto the party of the second part, its successors and assigns forever, all the following described real estate, lying and situated in Western District, Indian Territory, to-wit:

The North (N) forty (40) feet of Lot number four (4); the North (N) forty feet of the East (E) fifty-six (56) feet, of Lot number five (5); the South (S) ten (10) feet of Lot number two (2); and the south ten (10) feet, of the East (E) fifty-six (56) feet, of Lot number three (3); all in Block number fifty-nine (59), making a plat of ground 50 feet by 126 feet, having a frontage of 50 feet on Boston Avenue, and extending westward 126 feet, being in the Town of Tulsa, aforesaid, and all improvements thereon.

And, also, the $1\frac{1}{2}$ shares of the capital stock of said Association, represented and evidenced by the certificate thereof numbered 5777 with all the rights, privileges, and appurtenances thereunto belonging or in any wise appertaining, and all right, title, estate and interest of said grantors in and to said premises, including all homestead rights, which are hereby expressly waived and released, together with all rents of above described property, with full power and authority to collect the same in case the conditions of this mortgage become broken in any particular, and with all and singular the tenements, hereditaments and appurtenances thereunto belonging. If the said premises should be occupied by a tenant or tenants, and at the time the grantors herein should fail to pay their monthly dues, interest, bonus or any fines, penalties or charges due from them to said party of the second part, then said Association is authorized to receive and receipt for all rents accruing from said property, and apply the same on said dues, interest, bonus, premiums, fines, penalties, taxes, insurance or other charges, In Trust, However, for the following purpose:

To Have and to Hold the same unto the said party of the second part, its successors and assigns. Forever. Said parties of the first part hereby covenant with said party of the second part, its successors and assigns, that at the delivery hereof they are the true and lawful owners of the said premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, that there is no one in adverse possession of same, and that they will warrant and defend the same against the lawful and equitable claims of all persons whomsoever.

Provided Always, and these presents are upon the express conditions that