No. 2430

Lillie M. Clay,
To
R. S. Waddell,

Mortgage

Know all Men by These Presents, That we, the undersigned Lillie M. Clay of — Creek Nation, Indian Territory, parties of the first part, for and in consideration of the sum of Three Hundred to them in hand paid by R. S. Waddell of Tulsa, I.T. party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold and by these presents do grant, bargain and sell unto the said R. S. Waddell his heirs and assigns, the following described lot tract or parcel of land located in the town of Tulsa Creek Nation, Indian Territory, viz: Lots Nos five (5) & Six (6) Block (58) according to the U.S. Survey.

Together with all improvements thereon, as well as all improvements that may be put thereon during the life of this mortgage. It being the intention of the parties to this conveyance to vest in the said R. S. Waddell all the right, title and interest of the parties of the first part in and to, not only the structure and improvements now upon the said parcel of land, but also all improvements that may be hereafter put upon said land, and also all right, title and interest in and to the said land upon which same is situated.

To have and to hold the same with all rights privileges, and appurtenances thereunto belonging or in anywise appertaining unto the said Lillie M. Clay his heirs and assigns forever.

Upon the Express Condition, Whereas the said parties of the first part are indebted to the said party of the second part in the sum of Three Hundred Dollars as is evidenced by their One certain promissory note of even date herewith, which said note bears no interest per annum and is payable Twelve months after date. All of said notes being payable at City Nat. Bank of Tulsa to the order of said R. S. Waddell and all signed by Lillie M. Clay.

And Whereas, For the further security of said indebtedness, the said parties of the first part, covenant and agree with the said party of the second part, to keep the improvements on the said property at all times in a state of good repair, and constantly insured for the benefit of the said party of the second part, his heirs and assigns, in one or more insurance companies satisfactory to the said party of the second part, against fire, lightning, tornadoes, cyclones and windstorms, in at least the sum of — dollars. To pay off and discharge all liens, taxes, and incumbrances, if there be any on said property; to pay all general taxes and special assessments upon the said property within the time required by law; to constantly keep the same free from Mechanic's liens, and to preserve and maintain the security hereunder against any adverse, superior or intervening claim or interest.

Should the parties of the first part make default in the performance of any of these stipulations, the said party of the second part may immediately perform and discharge the same, and all amounts so expended by said party of the second part, his heirs or assigns, in paying said taxes, insurance premiums, liens or special assessments or in protecting said title or making said repairs, shall become a debt due in addition to the indebtedness aforesaid, and secured in like manner by this mortgage, and shall bear interest from the time of the payment thereof at the rate of — percent per annum payable —

Now, if the said — and his wife — or their executors or administrators shall pay the sum or sums of money specified in said notes with all the interest that may be due thereon when said notes shall become due and payable according to their tenor and effect, and if the covenants aforesaid shall be well and truly kept, and all the amounts expended as aforesaid be refunded and repaid, with interest, to said party of the second part by the said party of the first part, or their legal representatives, this conveyance shall be void and the property hereinbefore conveyed shall be released at the expense of the parties of the first part, but if default be made in the payment of said note, or any part of them, or the interest thereon when the same becomes due and payable, or in case said covenants or agreements or any part of them shall not be fully kept and performed, then this conveyance shall remain in full force and effect and the said party of the second part, his heirs or assigns may proceed to sell the property hereinbefore described or any part thereof at public vendue to the highest bidder for cash at the Post office in the Town of Tulsa in the Creek Nation, Indian Territory, after having first given thirty days notice of the time, terms and place of sale, and of the property to be sold by advertisement published at least four times in some weekly newspaper published in the City of Tulsa I.T. and upon such a sale and the payment of purchase money shall execute and deliver a deed of the property sold to the purchaser or