

## -----MORTGAGE DEED --WITH POWER OF SALE :-----

Know all men by these presents :

That B.M. Dugger and Maud<sup>de</sup> J Dugger his wife of Tulsa Oklahoma parties of the first part for and consideration of the sum of One Hundred Dollars to them in hand paid by J.M. Gillett party of the second part, the receipt of which is hereby acknowledged, have granted ~~to~~ bargained and sold and do hereby grant, bargain sell and convey unto the said second party his heirs or assigns, the following described real estate situated in the City and County of Tulsa Oklahoma, to-wit :

Lot Four (4) Block Six (6) in Stansberry's Addition to the City of Tulsa Okla according to the recorded survey and plat thereof .

To have and to hold the same unto the said second party, his heirs or assigns forever, with all the privileges and appurtenances thereto belonging or in anywise appertaining .

And the said first parties for themselves and their heirs executors , administrators and assigns, covenant with the said second party his heirs and assigns that they are lawfully seized and possessed in fee of the aforegranted premises; that same is free and clear of all encumbrances that they have good right to sell and convey the same to the said second party, as aforesaid and that they will, and their 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 Maud de J Dugger wife of the said B.M. Dugger for and in consideration of the said sum of money do hereby release and quit claim, transfer and relinquish unto the said second party, his heirs and assigns all my right or possibility of dower and homestead in or to said real estate .

The foregoing conveyance is on condition : That whereas the said first parties are justly indebted to the said second party in the sum One Hundred Dollars evidenced by one promissory note of even date herewith, with interest thereon from maturity at the rate of 10 per cent per annum / payable annually both principal and interest payable at the Office of the Central National Bank of Tulsa .

Now if the said first parties shall pay or cause said note to be paid, with interest according to the tenor and effect thereof, and perform all and every other covenant and agreement herein, then this instrument to be null and void, and shall be released at the cost of said first parties, 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 first parties shall at all times keep all taxes fully paid as required by law and shall keep the buildings on said premises insured against loss or damage by fire, lightning and tornado in the sum of not less than \$ 700.00 loss, if any payable to J.M. Gillett as his interest may appear .

And it is further agreed, That in case the said first parties shall make default in payment of any taxes on said property when due, or in keeping said buildings insured as aforesaid , then the said second party , his heirs or assigns or legal representatives, may pay such taxes, or effect such insurance, and the amount necessarily expended therefor, with interest at eight per cent per annum from the date of such expenditure until repaid, shall be considered a sum, the repayment of which is intended to be hereby secured . And said first parties hereby waive any and all rights of appraisal, ~~xxxxxxxxxxxxxxxxxxxx~~

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.

Signed and acknowledged before me, *Sept 17-09*  
J.M. Gillett  
Register of Deeds.