

COMPARED  
REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS:

THAT I, NETTIE PICKETT STONE, AND HARRY B. STONE, HER HUSBAND, OF MOUNDS, OKLA./  
for and in consideration of the sum of Eighteen Hundred and no/100 Dollars, to them in hand paid  
by Julius H. Sanders, of Mounds, Okla., the receipt of <sup>whereof</sup> ~~which~~ is hereby acknowledged, have granted, bargained and sold and do hereby grant, bargain, sell and convey unto the said Julius H. Sanders, and unto his heirs and assigns, the following described real estate situated in Tulsa County, State of Oklahoma, to wit:

All of the East One-Half and the South West One Quarter of the North West One Quarter of Section Twelve (12), Township Sixteen (16) Range Twelve (12) East, containing one hundred ~~and~~ twenty acres more or less, according to the Government survey. The above described property is given subject to a First Mortgage given to W. F. Sunkel, to secure a note of \$800.00 due December 1, 1909.

TO HAVE AND TO HOLD THE SAME, unto the said Julius H. Sanders and unto his heirs and assigns forever, with all the privileges and appurtenances thereto belonging.

And we, the said Nettie Pickett Stone and Harry B. Stone, for themselves, and ~~for~~ their heirs, executors, administrators and assigns, covenant with the said Julius H. Sanders, his heirs and assigns, that they lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances that they have good right to sell and convey the same to the said Julius H. Sanders 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~~ wife of the said ..... for and in consideration of said sum of money do hereby release and quit claim, transfer and relinquish, unto the said ...../ and his heirs and assigns, all my right or possibility of dower in or to said lands.

The foregoing conveyance is on condition: That, Whereas, the said Nettie Pickett Stone and Harry B. Stone, are justly indebted unto the said Julius H. Sanders in the sum of Eighteen Hundred and no/100 Dollars, for borrowed money, evidenced by a certain promissory note, of even date herewith for \$1800.00, with interest at the rate of 8% per annum.

Now, if the said Nettie Pickett Stone and Harry B. Stone, shall pay or cause said note to be paid, with interest, according to the tenor and effect thereof, then this ~~an~~ 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 Nettie Pickett Stone and Harry B. Stone 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 and tornado in the sum of not less than \$.....: loss, if any, payable to the said Julius H. Sanders as his interest may appear.

AND IT IS FURTHER HEREBY AGREED, that in case the said Nettie Pickett Stone and Harry B. Stone, shall make default in the payment of taxes or of keeping said buildings insured as aforesaid, then the said Julius H. Sanders, or his legal representative, may pay such taxes, and effect such insurance, and the amount necessarily expended therefor, with interest at 8 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 we hereby waive all rights of appraisement or redemption to which we are entitled under the Acts of the Legislature, approved March 17, 1879 and March 17, 1883, respectively.

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 his assigns, agent or attorney, shall have power to sell said property at public sale, to the highest bidder for cash