250

Indian Territory Real Estate Mortgage

	Know all Men by These presents, That Lawrence K Cone and Edith M. Cone his wife that
1	hereinatter referred to as party of the seemd part, in consideration of the sum of
1	One Hundred Twenty DOLLARS, in hand paid by The Inter-State Morigage Trus
a	company, hereinatter referred to as the party of the second part, the receipt whereof is hereby acknowledged, first party has granted, bargained, so ad conveyed; and by these presents does hereby grant, bargain, sell and convey unto the said The Inter-State Mortgage Trust Company, its su assigns, the following described premises situated in the second party of the said The Inter-State Mortgage Trust Company, its su assigns, the following described premises situated in the second party of the second pa
1	For ho Three (3) in Block no Three (3) in Horner addition to
	the City of Julia
1	
	cordin; to the official plat and survey thereof approved by the Secretary of the Interior of the United States. TO HAVE AND TO HOLD, The premises above described, with the appurtenances thereunto belonging, to the said The Inter-States Trust Company, its successors and assigns forever. And the said party of the first part covenants with the said party of the second pa
tl	nat he so lawfully seized in tee of said premises, nat they are free from all incumbrances, that he will, and first seil and convey the same, and that will, and first seicon immistrators and assigns, shall forever warrant and defend the title to said real estate against all lawful claims and demands whatever.
fo	And said. Eddle M. Come. wife of said. Lower & Come. or and in consideration of said sum of money, does hereby release and quit claim, transfer and relinquish unto said party of the second part, its successors and assigns, all her right, claim and possibility of dower and homestead in or to said real estate Torever.
	The foregoing conveyance is on condition that whereas sain party of the tirst part is justly indebted to said party of the second part in the sum. DOLLARS, for money loaned to t
pa	nrty of the first part by the party of the second part, evidenced by two promissory notes of even date herewith, with interest thereon fro
	Now, if said party of the first part's hall pay or gause to be paid said note and the interest thereon according to the tenor and effect thereof, as and perform each and every covenant and egreement herein contained, then this instrument shall be null and void, otherwise to be a lien in tull for
	nd effect. It is expressly stipulated and agreed that said party of the first part shall keep all taxes and assessments fully paid as required by law, and shall keep all taxes and assessments fully paid as required by law, and shall keep all taxes and assessments fully paid as required by law, and shall keep all taxes and assessments fully paid as required by law, and shall keep all taxes and assessments fully paid as required by law, and shall keep all taxes and assessments fully paid as required by law, and shall keep all taxes and assessments fully paid as required by law, and shall keep all taxes and assessments fully paid as required by law, and shall keep all taxes and assessments fully paid as required by law, and shall keep all taxes and assessments fully paid as required by law, and shall keep all taxes and assessments fully paid as required by law, and shall keep all taxes and assessments fully paid as required by law, and shall keep all taxes and assessments fully paid as required by law, and shall keep all taxes and assessments fully paid as required by law, and shall keep all taxes and assessments and taxes are taxed to be all taxes and taxed t
k p a s	eep the buildings on said premises insured against loss or damage by fire and tornado, in the sum of \$\lambda \lambda
di o	The said first party agrees that if the maker of the note shall fail to pay any of said money, either principal or interest when the same become the aud payable, or to contorm to or comply with any of the toregoing covenants, the whole sum or money herein secured, may at the option of the hold the note hereby secured and at his option only and without notice, be declared due and payable and may be foreclosed by the holder hereof as provider by law, or the party of the second part or the legal holder hereof, or his assigns, agent, or attorney, shall have the power to sell such property of the second part or the legal holder hereof, or his assigns, agent, or attorney, shall have the power to sell such property.
p te a:	in the Indian Territory, public notice of the time a lace and terms of sale having first been given for thirty days by advertising in some newspaper published in or of general circulation in said town rivitory, or by printed or written hand bills posted up in ten public places in the vicinity of said and, at which sale said party of the second part or issignee, agent, or attorney in fact, may bid and purchase as any third person might do. And said party of the first part hereby authorizes and empors said party of the second part or its successors or assigns, to convey said property to any purchaser at said sale and the recitals of the deed of convences hall be taken as prima fact, true, and the proceeds of said sale shall be applied first to the payment of all costs and expenses attending said sale could, to the payment of said debt and interest, and the remainder, if any, shall be paid to said party of the first part.
c.	the shall be tagen as prima facts. The, and the remainder if any shall be paid to said parties of the primer of said debt and interest, and the remainder if any shall be paid to said party of the first part
s	to the Endinesse of annotation and assessed man place variational at made of their particular parties and the particular particular parties and the particular parties and particular parti
	* Said first party for and in consideration of the money loaned as aloresaid, hereby waives and relinquishes all rights of redemption, appraisement homestead allowed by law.
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	* Said first party for and in consideration of the money loaned as aloresaid, hereby waives and relinquishes all rights of redemption, appraisement had homestead allowed by law. IN TESTIMONY WHEREOF, Said part its of the first part have hereunto set their hands this 5" day of Leconomics 190 6. [SEA
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