2955

## Indian Territory Real Estate Mortgage

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know all Men by These Presents, That L & Cone and Edith M. Cone his wife or Julsa, Indian Territory DOLLARS, in hand paid by The Inter-S hereinatter referred to as the party of the second part, the receipt whereof is hereby acknowledged, lirst party has granted, bargained, sold eyed, and by these presents does hereby grant, bargain, sell and convey unto the said The Inter-State Mortgago Trust Company. His sucand conveyed, and by these presents does hereby grant, bargain, sell and convey unto the said The In cessors and assigns, the following described premises situated in Quisa County District Lot Seven (7) Blook Invo (2) in the Horner addition to Julia Indian Territory according to the official survey and plat thereof according 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 appurtenancis thereunto belonging, to the said the Interior of the United States.

J. C. Hollenbergere Truet Company, its successors and assigns forever. And the said party of the first part covenants with the said party of the second part holds. Is willy seized in the of said premises. .....lawfully seized in tee of said premises,..... that they are tree from all incumbrances, that they are seen and incumbrances, that they are tree from all incumbrances, they are tree from all incumbrances and the are tree from all incumbrances are tree from al The loregoing conveyance is on condition that whereas said party of the first part is justly indebted to said party of the second part in the sum of Jiften hundred (\$8500.00) party of the first part by the party of the second part, evidenced by one promised of even date herewith, with interest thereon from the said party of the first part by the party of the second part, evidenced by one promised of even date herewith, with interest thereon from the said party of the first part shall pay or cause to be paid said notes and the interest thereon according to the tenor and effect thereof, and do and perform each and every covenant and agreement herein contained, then this instrument shall be null and you, otherwise to be a lien in full force and 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 the buildings on said premises insured against loss or damage by fire and tornado, in the sum of \$ \( \frac{\pi\_0}{\pi\_0} \) with loss payable to said party of the second part, And the case of the failure or neglect of said party of the first part so to do, said party of the second part may pay such taxes and assessments and effect such insurance, and shall be entitled to interest on the same at the rate of eight per cent per annum, and this mortgage shall stand as security for the amount so paid with such interest. The said first party agrees that if the makemof the note shall fail to pay any of said money, either principal or interest when the same becomes due and payable, or to conform to or comply with any of the foregoing covenants, the whole sum of money herein secured, may at the option of the holder of 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 provided for 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 or any part thereof at public sale to highest bidder for cash at. On the second part or the legal holder hereof, or his assigns, agent, or attorney, shall have the power to sell such property or any part thereof at public sale to highest bidder for cash at. On the second part or the legal holder hereof, or his assigns, agent, or attorney, shall have the power to the time and place and terms of sale having tirst been given for thirty days by advertising in some newspaper published in or of general circulation in said town or therefore, or by printed or written hand bills posted up in ten public places in the vicinity of said land, at which sale said party of the second part or its successors or assigns, to convey said property to any purchaser at said sale and the rectals of the deed of conveyance shall be taken as prima facie, true, and the process of said sale shall be applied first to the payment of said debt and interest, and the remainder, if any, shall be paid to said party of the first part. Said first party for and in consideration of the money loaned as aforesaid, hereby waives and relinquishes all rights of redemption, appraisement and homestead allowed by law. IN TESTIMONY WHEREOF, Said part ico of the first part have hereunto set Their hand this weefth day of .....1902...... WITHESSES ACKNOWLEDGMENT UNITED STATES OF AMERICA, Indian Torolic 12th cay of February 1907, before me O. D. Coggeshall Person, Suffice within and for the above named statemed Sounts, District in the Indian Territory, appeared in person, to me personally well known as the person whose name appears upon the within and foregoing Mortgage Deed as one of the parties grantor, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth, and I do hereby so certify. And I turther certify that on this day voluntarily appeared before me Edith M. Cone

L. K. Cone to me well known to be the person whose name of the control to me well known to be the person whose name appears upon the within and foregoing Mortgage Deed, in the absence of her said husband, declared that she had of her own free will signed the relinquishment of dower therein expressed, for the purposes therein contained and set forth, without compulsion or undue influence of her said husband. IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, as such Martin with above on the Language of the Lindian Territory, on the Lay and day of the lindian territory, on the Lay and day of the lindian territory. CD. Coggishall My commission expires May 13,1107 TO BE USED WHEN TITLE IS IN WIFE ...District in the Indian Territory, appeared in person,.. ...to me personally well known as the person whose name appears upon the within and foregoing Mortgage Deed as one of the parties grantor, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth, and I do hereby And I further certify that on this day voluntarily appeared before me ...to me well known to be the person whose name appears upon the within and foregoing Mortgage Deed, and in the absence of her said husband, declared that she had of her own free will executed the same for the consideration and purposes therein contained and set forth, without compulsion or undue influence of her said husband. IN TESTIMONY WHEREOF, I have hereunto set my hand, as such. District of the Indian Territory, on the ... Notary Public. Occo Cortor Deputy Clerk and Ex-Officio Recorder. Filed for record & Feb.