

# Indian Territory Real Estate Mortgage

P. D. M.  
P. L.  
C. L.  
C. D.  
C. I.

Know all Men by These Presents, That Arthur J. Stone and  
Mima Stone his wife of Julesburg, I. T.  
hereinafter referred to as party of the first part, in consideration of the sum of  
One Thousand DOLLARS, in hand paid by The Inter-State Mortgage Trust  
Company, hereinafter referred to as the party of the second part, the receipt whereof is hereby acknowledged, first party has granted, bargained, sold,  
and conveyed, and by these presents does hereby grant, bargain, sell and convey unto the said The Inter-State Mortgage Trust Company, its suc-  
cessors and assigns, the following described premises situated in Creek Nation, Indian

Territory, to-wit:  
The Southern fifty (50) feet of Lot No. Seven (7) in Block No  
One Hundred Sixty Two (162) in the Town of Julesburg

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 appurtenances thereunto belonging, to the said The Inter-State  
Mortgage Trust Company, its successors and assigns forever. And the said party of the first part covenants with the said party of the second part  
that he has lawfully seized in fee of said premises,

that they are free from all incumbrances, that he has good right to sell and convey the same, and that he will, and his heirs, executors,  
administrators and assigns, shall forever warrant and defend the title to said real estate against all lawful claims and demands whatever.

And said Mima Stone wife of said Arthur J. Stone  
for 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 suc-  
cessors and assigns, all her right, claim and possibility of dower and homestead in or to said real estate forever.

The foregoing 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  
One Thousand DOLLARS, for money loaned to the  
party of the first part by the party of the second part, evidenced by Two promissory note of even date herewith, with interest thereon from  
date, at the rate of Six per cent per annum, payable semi-annually, on the first days of June  
and December in each year in accordance with the coupons thereto attached.

Now, it said party of the first part shall pay or cause to be paid said note 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 void, otherwise to be a lien in full force  
and effect.

It is expressly, mutually stipulated and agreed as follows:

**FIRST:** In case of default of payment of any sum herein covenanted to be paid, or in default of the performance of any covenant herein contained, the said first party agrees  
to pay the said second party or its assigns, interest at the rate of eight per cent per annum, computed semi-annually, on said principal note from the date thereof to the time when the money  
shall be actually paid. Any payments made on account of interest shall be credited in said computation so that the total amount collected shall be, and not exceed, the legal rate of eight per  
cent.

**SECOND:** The first party agrees to pay all taxes and assessments levied upon said real estate, also all liens, claims, adverse titles, and incumbrances on said premises,  
and if not paid within ten days after the same are due and chargeable or become liens upon said real estate, the holder of this mortgage may at his option, without notice, declare the whole  
sum of money herein secured, due and payable at once; or may elect to pay such taxes or assessments and 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.

**THIRD:** Said first party agrees to keep all buildings, fences, and other improvements on said real estate, in as good repair and condition as the same are in at this date, and  
shall permit no waste, and especially no cutting of timber, except for making and repairing fences on the place and such as shall be necessary for fire-wood for the use of the grantor's  
family; and the commission of waste shall at the option of the holder of this mortgage, render this mortgage due and payable.

**FOURTH:** And the said first party agrees to at once insure the buildings up on said premises against loss by fire, in the amount of One Thousand  
Dollars, in insurance companies approved by said second party, and to at once deliver the insurance policies, properly assigned or pledged to said second party; and that in the event of  
the failure, neglect or refusal of said first party to so insure the buildings or to re-insure the same and deliver the policies properly assigned or pledged to the said The Inter-State Mort-  
gage Trust Company, before noon of the day on which any such policies shall expire, then said second party is hereby authorized and empowered by these presents, to insure or re-insure  
said buildings for said amount, and the said The Inter-State Mortgage Trust Company, may sign all papers and applications necessary to obtain such insurance in the name, place and  
stead of said first party; and it is further agreed that in the event of loss under such policy or policies, the said second party shall have full power to demand, receive, collect and settle the  
same and for that purpose may in the name, place and stead of said first party, and as his agent and attorney in fact, sign and endorse all vouchers, receipts and drafts that shall be neces-  
sary to procure the money thereunder, and to apply the amount so collected toward the payment of a note, interest coupons and interest thereon hereby secured; and if any of said agree-  
ments be not performed as aforesaid, then said party of the second part or its assigns, may effect such insurance as hereinbefore agreed, paying the cost thereof, and may also pay the final  
judgment for statutory lien claims including all costs and for the repayment of all moneys so paid with interest thereon from the time of payment at the rate of eight per cent per annum,  
payable semi-annually, these presents shall be as security in like manner and with like effect as for the payment of said note and interest coupons.

**FIFTH:** The said first party agrees that should a petition be filed to foreclose this mortgage, gain possession of said real estate or to protect the rights of the mortgagee herein,  
or the title to or the possession of said real estate that they will pay an attorney's fee to be fixed, determined and allowed by the Court, and the payment thereof shall also be secured by this  
mortgage.

**SIXTH:** 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 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 the highest bidder for cash at Julesburg  
in some newspaper published in or of general circulation in said town or territory, 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 assigns, 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 em-  
powers 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 conveyance shall be taken as prima  
facie, true, and the proceeds of said sale shall be applied first to the payment of all costs and expenses attending said sale, second, to the payment of said debt and interest, and the remain-  
der, if any, shall be paid to said party of the first part.

**SEVENTH:** Said first party for and in consideration of the money loaned as aforesaid, hereby waives and relinquishes all rights of redemption, appraisal and homestead  
allowed by law.

**IN TESTIMONY WHEREOF**, Said party of the first part have hereunto set their hands, this 10 day of  
December 1906

WITNESSES  
O. D. Coggeshall  
Arthur J. Stone [SEAL]  
Mima Stone [SEAL]  
[SEAL]  
[SEAL]

## ACKNOWLEDGMENT

UNITED STATES OF AMERICA, Indian Territory, Western District, ss.

On this 11th day of December 1906, before me O. D. Coggeshall  
a Notary Public within and for the Western District in the Indian Territory, appeared in person,  
Arthur J. Stone 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 further certify that on this day voluntarily appeared before me Mima Stone wife to the said  
Arthur J. Stone 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 Notary Public in the  
Western District of the Indian Territory, on the 11th day of December 1906  
(SEAL) Western District Indian Territory O. D. Coggeshall Notary Public  
My commission expires May 13, 1907

## TO BE USED WHEN TITLE IS IN WIFE

UNITED STATES OF AMERICA, Indian Territory, Western District, ss.

On this 11th day of December 1906, before me,  
a Notary Public within and for the Western 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 further certify that on this day voluntarily appeared before me Mima Stone wife to the said  
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 Notary Public in the  
District of the Indian Territory, on the 11th day of December 1906  
(SEAL) Western District Indian Territory O. D. Coggeshall Notary Public  
My commission expires May 13, 1907

Filed for record Dec 11 1906 at 4 o'clock P. M.  
Oliver Lorton Deputy Clerk and Ex-Officio Recorder.