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1062 Indian Territory Real Estate Mortgage

Know all Den by These Presents, That Welson C. Hendren	in market and the second secon
hereivalter referred to as party of the first part, Three Thousand	
Gompany, in remaiter referred to as the party of the second part, the and conveyed, and by these presents dees hereby grant, bargain, sell and cessors and assigns, the following described premises situated in	DOLLARS, in hand paid by The Inter-State Morigage Trus recupt whereof is hereby acknowledged, irist party has granted, bargained, so convey unto the said The Inter-State Morigage Trust Company, its successful Action Inter-State Morigage Trust Company, its successful Action Indian
	2) feet of Lot Three (3) in Block One
Hundred Fifty (150), in the Cas of Julsa	The second secon
ecording to the official plat and survey thereof approved by the Secretai	ry of the Interior of the United States.
that he have lawfully seized in tee of said premises.	the said the appurtenances thereunto belonging to the said The Inter-State the said party of the first part covenants with the said party of the second party.
that they are tree from all incumbrances, that he have good rig administrators and assigns, shall forever warrant and detend the title to	tht to seri and convey the same, and that he will, and he heirs, executors said real estate against all lawful claims and demands whatever.
for and in consideration of said sum of money, does hereby release and questions and assigns, all her right, claim and possibility of dower and homes The loregoing conveyance is on condition that whereas said barty	wife of said William A Alexandres will craim, transfer and reiniquish unto said party of the second part, its succes tieted in or to said real estate forever. of the first part is justly indebted to said party of the second part in the sum o
Three Thousand	DOLLARS, for money loaned to th
	n, payable semi-annually, on the first days of afficial
and October in each year in accordance wi	th the coupons thereto attached.
Now, it said party of the first part shall pay of cause to be paid so and perform each and every covenant and agreement herein contained and effect. It is expressly, mutually stipulated and agreed as follows:	said note and the interest thereon according to the tenor and effect thereof, and then this instrument shall be null and yold, otherwise to be a lien in full force.
FIRST: In case of default of payment of any sum he ein covenanted to be p to pay the said second party or its assigns, interest at the rate of eight per cent per annu shall be actually paid. Any payments made on account of interest shall be credited in sa	vald, or in default of the performence of any covenant herein contained, the said first party agree accomputed semi-annually, on said principal note from the date thereof to the time when the most dicomputation so that the total amount collected shall be, and not exceed, the legal rate of eight pr
	yied upon said real estate, also all liens, claims, adverse titles, and incumbrances on said premises in said-real-estate, the holder of this mortgage may at his option, without notice, declare the white assessments and be entitled to interest on the same at the rate of eight per cent per annam, and th
THIRD: Said first party agrees to keep all buildings, fences, and other in shall permit no waste, and especially no cutting of timber, except for making and ref	mprovements on said real estate, in as good repair and condition as the same are in at this date, an pairing fences on the place and such as shall be necessary for fire-wood for the use of the grantor
FOURTH: And the said tirst party agrees to at once insure the buildings u Dollars, in insurance companies approved by said second party, and to at once deliver the failure, neelect or requisal of said first party to so insure the buildings or to re-insure.	proper can mortuge due and payance. proposal premises against loss by fire, in the amount of the control of the interest country, and that in the event of the insurance policies, properly assigned or pledged to said second party; and that in the event of the same and deliver the policies properly assigned represents to insure or re-insure then said second party is hereby unthorized and empowered by these presents, to insure or re-insure, may, may sign party is before and applications necessary to obtain such insurance in the name, place an eye or policies, the said second arry shall have full power to demand, receive that shall are pay to the proper of the said second arry shall have full power to demand, receive that shall are pay to the said second arry shall have full power to demand, receive that shall are say until a first and the said of a note, interest coupons and interest thereon thereby secure 1 and if any of said agree any effect such insurance as her inbefore agreed, paying the cost thereof; and may also pay the limit of the major and the late of eight per cent per annual effect as for the payment of said note and interest coupons.
gage Trust Company, belove noon of the day on which any such policies shall expire; it said buildings for said amount, and the said. The Inter-State Mortgage Trust Compa- stead of said first party; and it is further agreed that in the event of loss under such poli	hen said second party is hereby authorized and empowered by these presents, to insure or re-insur ny, may sign all papers and applications necessary to obtain such insurance in the name, place at cy or policies, the said second carty shall have full power to demand, receive, collect and settle ti
same and for true parpose may to the name, place and stead of said this party, and as Sary to procure the money thereunder, and to apply the amount so collected toward the p ments be not performed as aforesaid, then said party of the second part or its assigns, mi indoment for statutory ten claims including all costs and for the renayment of all mone	ns agent and actionary in fact, Sign and canonise an volunes, tecephy secure i and if any of said agree ay effect such insurance as hereinbefore agreed, paying the cost thereof; and may also pay the time
	vs so daid with interest thereon trom the time of davment at the rate of eight der cent der aubum
or the file too or the possession of said real estate that they will pay an attorney's fee to to mortgage. **EXTM** The said first party agrees that if the maker of the note shall fail to conform to or comply with any of the foregoing covenants, the whole sum of money he without notice, he declared due and payable and may be foreclosed by the holder hereof as or attorney, shall have the power to sell such property or any part thereof at public sale to the power to sell such property or any part thereof at public sale to the power to sell such property or any part thereof at public sale to the power to sell such property or any part thereof at public sale to the power to sell such property or any part thereof at public sale to the power to sell such property or any part thereof at public sale to the power to sell such property or any part thereof at public sale to the power to sell such property or any part thereof at public sale to the power to sell such property or any part thereof at public sale to the property of the public sale to the property of the public sale to the property of	be fixed, determined and allowed by the Court, and the payment ther of shall also be secured by thi o pay any of said money, either principal or interest when the the same becomes due and payable, or rein secured, may at the option of the bolder of the note hereby secured and at his option by provided for by law, or the party of the second part or the legal bolder hereof, or his assistant, age to the highest bidder for cash at the notice of the time and place and terms of sale having first been given for his to day by adverting the notice of the time and place and terms of sale having first been given in the line and and a while all while the same of the same and terms of sale having first been given by the sale of the and while all while and the same of the same and the same of the same and the same of
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or the fille teo or the possession of said real estate that they will pay an attorney's fee to mortage. **EXPM** The said first party agrees that if the maker of the note shall fail to conform to or comply with any of the foregoing covenants, the whole sum of money he without notice, he declared due and payable and may be foreclosed by the holder hereof as or attorney, shall have the power to sell such property or any part thereof at public safe to may make the power published in or of general circulation in said town or letterly of sales and pay to the second part or its assignee, agent, or attorney in fact, may hid any powers said party of the second part or its successors or assigns, to convey said prop facts, true, and the proceeds of said saie shall be applied first to the payment of all costs of derivations and the proceeds of said saie shall be applied first to the payment of all costs of derivations and the proceeds of said said shall be applied first to the payment of all costs of derivations and the payment of all costs of the state. **SEVENTH** Said tirst party for and in consideration of the money loaned a allowed by law. **INTESTIMONY WHEREOF**, Said parties** of the first payable payment of the first payable payment of the first payable payable payment of the first payable payment of the first payable pa	be fixed, determined and allowed by the court, and the payment ther. of shall also be secured by the open any of said money, either principal or interest when the the same becomes due and payable, rein secured, may at the option of the bolder of the note hereby secured and at his option only an provided for by law, or the party of the second part of the legal holder hereof, or his assistant, age it is not the second part of the legal holder hereof, or his assistant, age it is not the second part of the legal holder hereof, or his assistant, age it is not the state of the first of the first of the first of the deed or written hand bills posted up in ten public places in the vicinity of said 1 and, at whis 1 purchase as any third person might do. And said party of the first part hereby authorizes and entry to any purchaser at said sale and the recitals of the deed of conveyance shall be than as prin and expenses attending said sale, second, to the payment of said debt and interest, and the remains after the said sale and the recitals of the deed of conveyance shall be taken as prin and expenses attending said sale, second, to the payment of said debt and interest, and the remains after the said the said the recital of the deed of conveyance shall be taken as prin and expenses attending said sale, second, to the payment of said debt and interest, and the remains after the said the recital said. A said the said the relationship the said thusband. The said the said husband. The said the said thusband. The said the said thusband. The said thusband thusband thusband the said thusband the said thusband. The said thusband thusband thusband th
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or the fille teo or the possession of said real estate that they will pay an attorney's fee to the mortage. **EXPTH** The said first party agrees that if the maker of the note shall fail to to conform to or comply with any of the foregoing covenants, the whole stim of money without notice, be declared due and payable and may be foreclosed by the holder bereed as or attorney, shall have the power to sell such property or any first the indian Territory, put his in some newspaper published in or of general circulation in said town or territory, put had any to it the second part or its assignee, agent, or attorney in fact, may bid any payable and party of the second part or its assignee, agent, or attorney in fact, may bid any or sell to said party of the tirst part. **EXEMPTH** Said tirst party for and in consideration of the money loaned a allowed by law. **IN TESTIMONY WHEREOF** Said parties** of the first part. **Out this 25.** day of Cather 190.** **Out this 25.** day of Cather 190.** **WITHESSES** **Out the first parties grantor, and stated that he had executed the shereby so certify. **And I turpher certify that on this day voluntarily appeared before the absence of her said husband, geclared that she had of her own therein contained and set torth, without compulsion or undue int wence in the absence of her said husband, geclared that she had of her own therein contained and set torth, without compulsion or undue int wence in testimony where \$0.5\$ America, Indian Territory, on the (SEAL) Wisten States of America, Indian Territory, western On this and for the united states of the said husband and for the united states of the said to the parties of America, Indian Territory, Western On this parties grantor, and stated that he had executed the same for the one of the parties grantor, and stated that he had executed the same for the same for the parties grantor, and stated that he had executed the same for the same	is fixed, determined and allowed by the Court, and the payment ther. of shall also be secured by the open any of said money, either principal or interest when the the same becomes due and payable, it is pay any of said money, either principal or interest when the the same becomes due and payable, provided for by law, or the party of the socond part of the legal bolder hereof, or his assigns, age to the highest bidder for cash at the notice of the time and place and terms of sale having first been given for histy of said 1 and, at whit is purchase as any third person might do. And said party of the first part hereby flact on the payment of risk party and the party of the first part hereby flact of the payment of said debt and interest, and the remains afterward of the payment of said debt and interest, and the remains afterward party and expenses attending said sale, second, to the payment of said debt and interest, and the remains afterward hereby waives and relinquishes all rights of redemption, appraisement and homested that have hereunto set Thur. Then the payment of said debt and interest, and the remains after the payment of said debt and interest, and the remains after the payment of said debt and interest, and the remains after the payment of said that and said pay of the payment of said the payment of said the payment of said the payment of said the payment of the paymen
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