

710,1140

Know all Men by these Presents, THAT I, J. W. Wakefield,
 and Margaret Wakefield, his wife, of Tulsa,
Western District of Ind. Ter., for and in consideration of the sum of
Twenty five hundred Twenty Three & 34/100 DOLLARS,
 to J. S. Nichols in hand paid by J. S. Nichols,
 the receipt whereof is hereby acknowledged, have Granted, Bargained and Sold, and do hereby Grant, Bargain, Sell and Convey unto the said J. S. Nichols
 and unto his heirs and assigns, the following described real estate situated in

Tulsa, Ind. Ter. The South twenty five (25) feet of lot six (6) and the North twenty five (25) feet of lot five (5)
 all in block one hundred and sixty six (166) as shown by the recorded plat of City of Tulsa Ind. Ter. Creek Nation,
Ind. Ter.

TO HAVE AND TO HOLD THE SAME unto the said J. S. Nichols and unto his heirs
 and assigns forever, with all the privileges and appurtenances thereto belonging.

And we, the said J. W. Wakefield & Margaret Wakefield his wife for
ourselves and our heirs, executors, administrators and assigns, covenant with the said J. S. Nichols
 his heirs and assigns, that we are lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances; that we have good
 right to sell and convey the same to the said J. S. Nichols as aforesaid; and that we
 will and our 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 Margaret Wakefield wife of the said J. W. Wakefield
 for and in consideration of the said sum of money, do hereby release and quit-claim, transfer and relinquish unto the said J. S. Nichols
 and his heirs and assigns, all my right or possibility of dower in or to said lands.

The foregoing conveyance is on conditions: That, whereas, the said J. W. Wakefield & Margaret Wakefield his wife are
 justly indebted to the said J. S. Nichols in the sum of
Twenty five hundred Twenty Three & 34/100 DOLLARS, for borrowed money, evidenced by
a note of even date due Nov-1st, 1906.

Now, if the said J. W. Wakefield or Margaret Wakefield his wife shall pay or cause said note to be paid,
 with interest, according to the tenor and effect thereof, then this 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 J. W. Wakefield
 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 \$1,000.00; loss, if any, payable to the said J. S. Nichols as his interest may appear.

And it is further hereby agreed, that in case the said J. W. Wakefield or Margaret Wakefield his wife shall make default in
 payment of taxes or of keeping said building insured as aforesaid, then the said J. S. Nichols
 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 appraisalment
 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 assign, agent or attorney, shall have power to sell said property at public sale, to the highest bidder, for cash, in Tulsa, Ind. Ter.
 public notice of the time and place of said sale having first been given 30 days, by advertising
 in some newspaper published in said Western District or by printed or written handbills posted up in
 public places in said city; at which sale the said grantee or assignee may bid and purchase as any third person might do; and we hereby authorize the said grantee or assignee to
 convey said property to any one purchasing at the said sale, and the recitals of his 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 remainder, if any, shall be paid to said grantors.

Witness our hands on this 15th day of Oct A. D. 1906.

J. W. Wakefield Seal

Margaret Wakefield Seal

ACKNOWLEDGMENT.

UNITED STATES OF AMERICA, } ss.

Western District On this 15th day of Oct A. D. 1906, before
S. P. McRiney a Notary Public within and for the above Western District
 duly commissioned and acting, appeared in person J. W. Wakefield

to me personally well known as the person whose name appears upon the within and foregoing deed of conveyance as the part grantor, and stated to me that he
 had executed the same for the consideration and purposes therein mentioned and set forth as his voluntary act and deed, and I do hereby so certify.

And I further certify that on the same day voluntarily appeared before me Margaret Wakefield
 wife of the said J. W. Wakefield the grantor herein, to me well and personally known as the person who
 joined the said J. W. Wakefield in making this conveyance, and in the absence of her said husband stated
 and declared to me that she had of her own free will joined in the execution of the same, and had signed and sealed the relinquishment of dower and homestead therein expressed
 for the purpose and consideration therein contained and set forth, without compulsion or undue influence of her said husband.

In Testimony Whereof, I have hereunto set my hand and seal of office as such Notary Public at the town of Tulsa, Ind. Ter.
 the day and year last above written.

(SEAL) My commission expires June 11 A. D. 1906

Sam'l P. McRiney

Notary Public.

Filed for record Oct 15 1906, at 3:30 o'clock P. M.

Chas. Lorton
 Deputy Clerk and Ex-Officio Recorder.