

Know all Men by these Presents, THAT I, James Y. Brand,  
and Lora Brand his wife, of Tulsa, Indian Territory,  
for and in consideration of the sum of Five hundred and no/100 (500.00) DOLLARS,  
to us in hand paid by John O. Mitchell of Tulsa, Indian Territory,  
the receipt whereof is hereby acknowledged, have Granted, Bargained and Sold, and do hereby Grant, Bargain, Sell and Convey unto the said  
John O. Mitchell and unto his heirs and assigns, the following described real estate situated in  
the City of Tulsa, Western Judicial District, Indian Territory; Lot  
numbered two (2) in block numbered one hundred ninety four (194) according  
to the official plat of said City of Tulsa,

TO HAVE AND TO HOLD THE SAME unto the said John O. Mitchell and unto his heirs  
and assigns forever, with all the privileges and appurtenances thereto belonging.  
And we, the said James Y. Brand and Lora Brand for  
ourselves, and our heirs, executors, administrators and assigns, covenant with the said John O. Mitchell  
his heirs and assigns, that we are lawfully seized in fee of the foregoing premises; that they are free from all incumbrances; that we have good  
right to sell and convey the same to the said John O. Mitchell 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 Lora Brand wife of the said James Y. Brand  
for and in consideration of the said sum of money, do hereby release and quit-claim, transfer and relinquish unto the said  
John O. Mitchell 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 James Y. Brand  
is justly indebted to the said John O. Mitchell in the sum of  
Five hundred and no/100 (500.00) DOLLARS, for borrowed money, evidenced by  
one promissory note, for \$500.00, of even date herewith, which is due in  
six months from date and bears interest at the rate of eight per cent  
per annum from date thereof.  
Now, if the said James Y. Brand 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 James Y. Brand  
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 \$          ; loss, if any, payable to the said John O. Mitchell as his interest may appear.  
And it is further hereby agreed, that in case the said James Y. Brand shall make default in  
payment of taxes or of keeping said building insured as aforesaid, then the said John O. Mitchell  
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 appraisal  
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, Indian Territory, City public notice of the time and place of said sale having first been given 30 days, by advertising  
in some newspaper published in said City or by printed or written handbills posted up in 5  
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 29th day of July A. D. 1907

James Y. Brand  
Lora Brand

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## ACKNOWLEDGMENT.

UNITED STATES OF AMERICA }  
Indian Territory }  
Western District } ss.  
me W. D. Abbott Notary Public within and for the above Western District  
duly commissioned and acting, appeared in person James Y. Brand,  
to me personally well known as the person whose name appears upon the within and foregoing deed of conveyance as the part of grantor, and stated to me that he  
had executed the same for the consideration and purposes therein mentioned and set forth as his free voluntary act and deed, and I do hereby so certify.  
And I further certify that on the same day voluntarily appeared before me Lora Brand  
wife of the said James Y. Brand the grantor herein, to me well and personally known as the person who  
joined the said James Y. Brand 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, Western District, Ind. T.  
the day and year last above written. December 18 A. D. 1908  
(SEAL) My commission expires December 18 A. D. 1908 W. D. Abbott Notary Public.  
Filed for record July 30 1907 at 4:40 o'clock P. M. Otto Sartor  
Deputy Clerk and Ex-Officio Recorder.