

Know all Men by these Presents, THAT I, Mary Aeschlimann, a single woman, of Tulsa County, Oklahoma, for and in consideration of the sum of Two Thousand Two Hundred DOLLARS, to her in hand paid by E. O. Carter of Tulsa County, Oklahoma, the receipt whereof is hereby acknowledged, have Granted, Bargained and Sold, and do hereby Grant, Bargain, Sell and Convey unto the said E. O. Carter

and unto his heirs and assigns, the following described real estate situated in the Western District of the Indian Territory more particularly described as follows to-wit: All of Block number 63 in the City of Tulsa according to the official plat thereof.

TO HAVE AND TO HOLD THE SAME unto the said E. O. Carter and unto his heirs and assigns forever, with all the privileges and appurtenances thereto belonging.

And we, the said Mary Aeschlimann and E. O. Carter his heirs, executors, administrators and assigns, covenant with the said E. O. Carter his heirs and assigns, that said lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances; that I have good right to sell and convey the same to the said E. O. Carter as aforesaid; and that I will and shall his heirs, executors, and administrators shall forever warrant and defend the title to said real estate against all lawful claims and demands whatever. except as to the mortgage for \$1000 in favor of the Farmers and Merchants Savings and Loan Association of Tulsa, Okla.

The foregoing conveyance is on conditions: That, whereas, the said Mary Aeschlimann is justly indebted to the said E. O. Carter in the sum of Two Thousand Two Hundred DOLLARS, for borrowed money, evidenced by one promissory note of even date, herewith due and not yet paid from date with interest at the rate of eight per cent per annum. Now, if the said Mary Aeschlimann 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 Mary Aeschlimann 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 \$4000; loss, if any, payable to the said E. O. Carter as his interest may appear.

And it is further hereby agreed, that in case the said Mary Aeschlimann shall make default in payment of taxes or of keeping said building insured as aforesaid, then the said E. O. Carter or his legal representative, may pay such taxes, and effect such insurance, and the amount necessarily expended therefor, with interest at 6 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 appraisement 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 County, Oklahoma, public notice of the time and place of said sale having first been given ten days, by advertising in some newspaper published in said County or by printed or written handbills posted up in six 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 First day of November A. D. 1907.

Mary Aeschlimann Seal
Seal

ACKNOWLEDGMENT.

UNITED STATES OF AMERICA,

Western District ss. On this First day of November A. D. 1907, before a Notary Public within and for the above District duly commissioned and acting, appeared in person Mary Aeschlimann

to me personally well known as the person whose name appears upon the within and foregoing deed of conveyance as the part 4 grantor, and stated to me that She had executed the same for the consideration and purposes therein mentioned and set forth as her free voluntary act and deed, and I do hereby so certify.

And I further certify that on the same day voluntarily appeared before me _____ the grantor herein, to me well and personally known as the person who joined the said _____ 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. Territory the day and year last above written.
(SEAL) My commission expires April 5 A. D. 1910.
Delbert W. Meyer Notary Public.

Filed for record Nov 1st 1907, at 2 o'clock P.M.

Oliver Lorton
Deputy Clerk and Ex-Officio Recorder.