REAL ESTATE MORTGAGE. No 1978

WM. P. BLAIR & CO., BLANK BOOK MFRS. STATIONERS, LITHOGRAPHERS, FT. SMITH

This Mortgage, Made on this 27th day of October A. D. 1906 by and between John K. Graves and Margaret W. Graves his wife of City of Tulsa Indian Territory, party of the first part and Mort Lutton of Iowa, party of the second part.

WITNESSETH: That for and in consideration of the sum of Six Hundred DOLLARS, $600.00 cash in hand paid by the said party of the second part, to the said parties of the first part, the receipt of which is hereby acknowledged, the said parties of the first part have granted, bargained and sold and do hereby grant, bargain, sell and convey unto the said party of the second part, his heirs, successors and assigns, the following tract of real estate situated in Western Judicial District, Indian Territory, to-wit:

Lot Two (2) in Block One (1) in the Lindsey Addition to the City of Tulsa, Creek Nation, Indian Territory.

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.
Mort Lutton
Signed and acknowledged before me Nov. 22-09
H. E. Walker
Register of Deeds.

~~containing acres, more or less~~, according to the official ~~government~~ plat and survey thereof.

TO HAVE AND TO HOLD THE SAME unto the said party of the second part, their heirs, successors and assigns forever, with all the privileges and appurtenances thereunto belonging.

And the said parties of the first part for themselves and their heirs, executors, administrators and assigns, covenant with the said party of the second part that at the delivery hereof, they are lawfully seized and possessed of an absolute and indefeasible estate of inheritance in fee simple in and to said real estate; that the same is free and clear of all incumbrances whatsoever, and that they have a good right to sell and convey the same to the said party of the second part, and that they will and their heirs, executors and administrators shall forever warrant and defend the title to said real estate unto the said party of the second part, his heirs, successors and assigns against all lawful claims and demands whatever.

And the said Margaret W. Graves wife of the said John K. Graves for said consideration does hereby release, relinquish, quit-claim, transfer and convey unto the said party of the second part, his heirs, successors and assigns, all her right, claim or possibility of dower and homestead in or to said Real estate forever.

THE FOREGOING CONVEYANCE IS ON CONDITION: That, Whereas the said parties of the first part are justly indebted to the said party of the second part in the sum of Six hundred Dollars for money loaned to said first parties by said second party as is evidenced by one certain principal promissory note of even date herewith for Six hundred Dollars drawing interest at the rate of six per centum per annum until due and 8 per centum interest after due until paid; said interest payable semi-annually as evidenced by six interest coupon notes attached thereto and payable on the first days of May and November of each year (except the last is due Oct 24, 1909) until the maturity of said principal note, said interest notes drawing Eight per centum per annum interest after due until paid.

Now if the said parties of the first part shall pay or cause to be paid said principal and interest notes according to the tenor and effect thereof and do and perform all and every other covenant and agreement herein, then this instrument shall be null and void, otherwise to remain in full force and effect.

It is further agreed by the said first parties hereto that during the continuance in force of this instrument they shall pay all taxes and assessments as and at the time required by law.

It is further agreed, by the said first parties hereto that they will keep the improvements on said real estate, now existing or hereafter made thereon from time to time, constantly insured against fire, until said notes are paid, in the sum of at least Six hundred ($600) Dollars, in such companies as said party of the second part may designate, said policies to be placed in the hands of said party of the second part, and that in every such contract or policy of insurance provision shall be made that all payments for losses sustained therein insured against shall be paid to the said party of the second part, or to his heirs, successors or assigns, as his or their interest may appear, to be used in the payment of said notes and the interest thereon as aforesaid, if not otherwise paid, but said party of the second part may allow the parties of the first part, or those having the said parties of the first part's estate in the premises, to use the same for the repair of the injuries caused by the said fire, provided such repairs be made and completed without unnecessary delay. (Permission given by party of the second part to the parties of the first part to use insurance money for payment of principal and interest on this note, dated Nov. 1, 07 and Nov. 1, 08 by payment of principal and interest on this note.)

And it is further stipulated, that in case the said parties of the first part shall make default in the payment of the taxes or all assessments against said real estate as and at the times required by law, or of keeping said buildings insured as aforesaid, then the said second party, or his legal representative may pay such taxes or assessments or effect such insurance, and the amount so expended therefor, with interest at the rate of 8 per cent. per annum from the date of such expenditure until paid, shall be considered a sum the repayment of which is intended to be hereby secured.

It is further agreed that should a petition be filed to foreclose this mortgage, gain possession of said real estate or to protect the right of the mortgagee herein or the title or possession to said real estate, that said mortgagor will pay a reasonable attorneys fee, and the payment thereof shall also be secured by this mortgage.

And if default be made in the payment of said note at maturity, or any of the interest notes when due, or of the taxes or assessments aforesaid, or to procure and maintain the fire insurance as aforesaid, or any part of either, or if waste be committed on, or improvements are removed from the land, then, in any or either event, upon the breach of any one of these conditions, the whole of the sums intended to be hereby secured shall, at the option of the grantee hereof, or the legal holder hereof, become immediately due and payable without notice, and the grantee or the legal holder hereof, or his assignee, agent or attorney, shall have the power to sell said property, or any part thereof, at public sale to the highest bidder for cash at the then front court house door, in City of Tulsa, Indian Territory, public notice of the time and place, and terms of sale having first been given thirty days by advertising in some newspaper published in, or of general circulation in said town or Territory, or by printed or written hand bills posted in ten public places in the vicinity of said land, at which sale the said grantee or assignee may bid and purchase as any third person might do, and the said parties of the first part hereby authorize the said grantee, or his assigns, to convey said property to any purchaser at said sale, and the recitals of its 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 debts and interest, and the remainder, if any, to the grantors.

It is further agreed, that the said parties of the first part hereby waive all rights of appraisement, sale or redemption and homestead in and to said mortgaged premises.

In testimony whereof the parties of the first part have hereunto subscribed their names and affixed their seals this 27th day of October A. D. 1906.

Witnesses:

John K. Graves (Seal)

Margaret W. Graves (Seal)

UNITED STATES OF AMERICA, INDIAN TERRITORY, Judicial WESTERN DISTRICT, } ss.

Personally appeared before me Wilbert W. Meier, a notary public within and for said District and Territory John K. Graves and Margaret W. Graves his wife to me well known as the identical persons whose names appear to and upon the within and foregoing instrument, as parties grantors and who stated and acknowledged to me that they had executed the same as their voluntary act and deed, for the consideration, uses and purposes therein mentioned and set forth, and I do hereby so certify.

And also, on the same day, voluntarily appeared before me the said Margaret W. Graves wife of the said John K. Graves to me well known, and in the absence of her said husband declared and acknowledged to me that she had, of her own free will and accord executed said mortgage and signed and sealed her relinquishment of dower and homestead therein, for the consideration, uses and purposes therein contained and set forth, without compulsion or undue influence of her said husband.

Witness my hand and official seal on this 27th day of October A. D. 1906.

(SEAL) My commission expires April 5th, 1910. Wilbert W. Meier Notary Public.

Western District, I.T.

Filed for Record Oct 27, 1906 at 11:55 o'clock A. M.

Bird Lotton
Deputy Clerk and Ex Officio Recorder.