

P.D.
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Know all Men by these Presents, THAT, Frank M. Wooden

and Stella L. Wooden his wife, of Tulsa, Indian Territory, for and in consideration of the sum of Five Hundred fifty (\$550.00) DOLLARS, to them in hand paid by John E. Mills 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 E. Mills and unto his heirs and assigns, the following described real estate situated in Western District, Indian Territory, to wit: Lot Number Seven (7) in Block Number Two (2) in the Hund and Gillette Addition to the city of Tulsa, Creek Nation, Western District of the Indian Territory, according to the official plat thereof.

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

And we, the said Frank M. Wooden and Stella L. Wooden, his wife, for ourselves and their heirs, executors, administrators and assigns, covenant with the said John E. Mills his heirs and assigns, that they are lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances; that they have good right to sell and convey the same to the said John E. Mills as aforesaid; and that they will and their heirs, executors, and administrators shall forever warrant and defend the title to said real estate against all lawful claims and demands whatsoever.

And I, the said Stella L. Wooden wife of the said Frank M. Wooden for and in consideration of the said sum of money, do hereby release and quit-claim, transfer and relinquish unto the said John E. Mills 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 Frank M. Wooden is justly indebted to the said John E. Mills in the sum of Five Hundred and Fifty (\$550.00) DOLLARS, for borrowed money, evidenced by four notes of even date thereof bearing due, six, twelve, eighteen and twenty-four months respectively from the dates thereof.

Now, if the said Frank M. Wooden shall pay or cause said notes 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 Frank M. Wooden 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 \$20,000; less, if any, payable to the said Frank M. Wooden as his interest may appear.

And it is further hereby agreed, that in case the said Frank M. Wooden shall make default in payment of taxes or of keeping said building insured as aforesaid, then the said John E. Mills 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, 1870, 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, public notice of the time and place of said sale having first been given ten days, by advertising

in some newspaper published in said City, or by printed or written handbills posted up in five 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 receipts 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 12th day of November, A. D. 1906.

Frank M. Wooden

Seal

Stella L. Wooden

Seal

ACKNOWLEDGMENT

UNITED STATES OF AMERICA, } ss.

Western District, Indian Territory

On this 12th day of November, A. D. 1906, before

a Notary Public within and for the above District

duly commissioned and acting, appeared in person Frank M. Wooden and Stella L. Wooden

to me personally well known as the persons whose names appear upon the within and foregoing deed of conveyance as the parties grantor, and stated to me that they had executed the same for the consideration and purposes therein mentioned and set forth as their free voluntary act and deed, and I do hereby so certify.

And I further certify that on the same day voluntarily appeared before me Stella L. Wooden wife of the said Frank M. Wooden the grantor herein, to me well and personally known as the person who joined the said Frank M. Wooden 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, Indian Territory the day and year last above written.

(SEAL) My commission expires May 15th A. D. 1907

Western District, Indian Territory

C. W. Coggeshall

Notary Public.

Filed for record Dec. 18, 1906, at 11:35 o'clock A. M.

W. L. Lortin
Deputy Clerk and Ex-Officio Recorder.