

MORTGAGE OF REAL PROPERTY

THIS INDENTURE, Made this 14th day of Oct A. D. 1907, between J. A. Griffin of Tulsa, I. T. and Ruth Griffin his wife, and Lee Chilton of Tulsa, Ind. T., witnesseth, that

WHEREAS, the said J. a. Griffin & Ruth Griffin ^{wife} is justly indebted to the said Lee Clinton in the sum of Twelve Hundred & fifty Dollars, (\$ 12 50.00), which is evidenced by a certain promissory note of even date herewith, to-wit:

One note due Jan 14, 1908, for \$ 125.00; one note due _____, 190_____

One note due 11/15/20, 1900, for \$ 100.00, for \$ 100.00, and one note due

190 _____, for \$ _____
 NOW THEREFORE, the said J. a. Griffen, and Ruth Griffen,
 _____, his wife, for the better securing the payment of the money aforesaid, with interest thereon according to
 the tenor and effect of said note above mentioned, do hereby grant, bargain, sell and convey unto the said Lee Clinton
 _____, his heirs and assigns forever, the following described real estate, to-wit:

The easterly sixty 60 feet of Lot four (4) in block one hundred & twenty six 126 in Tulsa Indian official plat having due regard to deviation from the true meridian; all lines being parallel with the respective lot and block lines

Subject to a mortgage of M. J. Romine to Gas Arrow Smith for \$7,000 dated 12-26-1906

with all the improvements thereon at the present time, or that hereafter may be placed thereon, together with all the privileges and appurtenances thereto belonging.

TO HAVE AND TO HOLD the above granted, bargained, and described premises unto the said Lee Clinton
his heirs and assigns and unto his own proper use, benefit and behoof forever.

AND WHEREAS, For the further security of said indebtedness, the said part 10 of the first part, covenant and agree with the said part 1 of the second part, to keep the improvements on the said property at all times in a state of good repair and constantly insured for the benefit of the said part 4 of the second part, his heirs and assigns, in one or more insurance companies satisfactory to the said part 4 of the second part, against fire, lightning or tornadoes. Should the part 10 of the first part make default in the performance of any of these stipulations, the said part 4 of the second part may immediately perform and discharge the same, and all accounts so expended by the said part 4 of the second part, heirs or assigns, in paying said taxes, insurance premiums, liens or special assessments or in protecting said title, or making said repairs, shall become a debt due in addition to the indebtedness aforesaid, and secured in like manner by this mortgage, and shall bear interest from the time of the payment thereof at the rate of eight per cent per annum payable on demand.

And for the consideration aforesaid, and for divers other good and valuable considerations, I, Ruth Griffin, wife of said John A. Griffin, do hereby release and quit-claim unto the said Lee Clinton his heirs and assigns, all my right, claim, or possibility of dower in and out of the afore described premises.

CONDITIONED, However, that if the said J a Griffin heirs, ex-
ecutors, or administrators, shall well and truly pay or cause to be paid to the said Lee Clinton his
executors, administrators, or assigns, the aforesaid sum of money, with interest thereon, according to the tenor of said note then this instrument
shall be void, otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, we have hereunto set our hand S on this the day and year first above written.

J. A. Griffin (L. S.)
Ruth Griffin (L. S.)

UNITED STATES OF AMERICA. }
WESTERN DISTRICT } SS.
INDIAN TERRITORY.

BE IT REMEMBERED, That on this day came before me, the undersigned, a Notary Public within and for the
District of Indian Territory aforesaid, duly commissioned and acting J. A. Griffin to me known as
the mortgagor in the foregoing instrument, and stated that he had executed the same for the consideration and purposes therein mentioned
and set forth.

And on the same day voluntarily appeared before me, the said Quith Griffin
 wife of said J. a Griffin to me well known, and in the absence of her said husband de-
 clared that she had of her own free will, executed said deed and signed and sealed the relinquishment of dower and homestead in said mortgage for the
 consideration and purposes therein contained and set forth, without compulsion or undue influence of her said husband.

WITNESS my hand and seal as such Notary Public on this 14 day of Oct 1907

My commission expires May 27 1909

[SEAL] Western
District

Frank F. Bowlin
Notary Public.

Filed for Record *Cat 14* 1907 at *3* o'clock *P*. M.

Chas. Horton
Deputy Clerk & Ex-Officio Recorder.

for value, and the knowledge satisfaction and payment in full of the within mortgage, and same is hereby released.

Signed and acknowledged before me... April 25-1908

W. H. H. H.