

## MORTGAGE OF REAL PROPERTY

THIS INDENTURE, Made this 5<sup>th</sup> day of October, A. D. 1907, between Alba T. Fountain of Tulsa, Ind Ter and Carrie M. Fountain his wife, and R. B. Dodge of Webb City, Missouri, witnesseth, that

WHEREAS, the said Alba T. Fountain is justly indebted to the said R. B. Dodge in the sum of One Thousand Dollars, (\$ 1000.00), which is evidenced by a certain promissory note of even date herewith, to-wit:

One note due one year after date, 1907, for \$ 1000.00 bearing interest from date at the rate of six percent per annum payable annually, 1907  
One note due 1907, for \$ 1000.00, for \$ 1000.00, and one note due 1907, for \$ 1000.00

NOW THEREFORE, the said Alba T. Fountain, and Carrie M. Fountain, 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 R. B. Dodge heirs and assigns forever, the following described real estate, to-wit:

Lot number twelve (12) in Block number nine (9) in Lindsey's Second Addition to the town of Tulsa, Ind Ter as the same appears on the recorded plat.

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 R. B. Dodge 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 parties of the first part, covenant and agree with the said part 4 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 4 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, Carrie M. Fountain, wife of said Alba T. Fountain, do hereby release and quit-claim unto the said R. B. Dodge 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 Alba T. Fountain his heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said R. B. Dodge 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 5 on this the day and year first above written.

Alba T. Fountain (L. S.)  
Carrie M. Fountain (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 Alba T. Fountain 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 Carrie M. Fountain wife of said Alba T. Fountain to me well known, and in the absence of her said husband declared 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 5<sup>th</sup> day of October, 1907

My commission expires Sep 17, 1907

[SEAL]

Notary Public

Geo W Davis

Notary Public.

Filed for Record Oct 16, 1907 at 11 o'clock a.m.

Chas Lorton

Deputy Clerk & Ex-Officio Recorder.