

MORTGAGE OF REAL PROPERTY

THIS INDENTURE, Made this 12th day of October A. D. 1907, between James McLann of Tulsa, Indian Territory and Viola McLann his wife, and Della M. Timmons of Tulsa, Indian Territory, witnesseth, that

WHEREAS, the said James McLann is justly indebted to the said Della M. Timmons in the sum of Two Hundred and Sixty Dollars, (\$ 260⁰⁰), which is evidenced by one certain promissory note of even date herewith, to-wit:

One note due Nov. 12, 1907, for \$ 260⁰⁰; one note due _____, 190 _____

One note due _____, 190 _____, for \$ _____, for \$ _____, and one note due _____, 190 _____, for \$ _____

NOW THEREFORE, the said James McLann, and Viola McLann, 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 Della M. Timmons, her heirs and assigns forever, the following described real estate, to-wit:

Lot No. Ten (10) Block No. Two (2) in the George Perryman addition to the City of Tulsa Western District Indian Territory, according to the recorded Plat of said Addition

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 Della M. Timmons her heirs and assigns and unto her own proper use, benefit and behoof forever.

AND WHEREAS, For the further security of said indebtedness, the said part 4 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, her 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 parties 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, Viola McLann, wife of said James McLann, do hereby release and quit-claim unto the said Della M. Timmons, her 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 James McLann his heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Della M. Timmons her 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 hands on this the day and year first above written.

James M. Cann (L. S.)

Viola M. Cann (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 Western District of Indian Territory aforesaid, duly commissioned and acting James M. Cann 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 Viola M. Cann wife of said James M. Cann 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 on this 12th day of October 1907.

My commission expires March 29th 1908.

[SEAL] Tulsa d. T.

Samuel B. Davis
Notary Public.

Filed for Record Oct 12 1907 at 3:10 clock P. M.

Otis Linton
Deputy Clerk & Ex-Officio Recorder.

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby closed.

Della M. Timmons
Signed and acknowledged before me May 12 1908
W. E. McArthur
Register of Deeds.