

7295
MORTGAGE OF REAL PROPERTY

THIS INDENTURE, Made this Eighth day of November A. D. 1907, between Usher Carson of Carson and Georgie B. Carson his wife, and H. C. Rawlings of Carson, witnesseth, that

WHEREAS, the said Usher Carson is justly indebted to the said H. C. Rawlings in the sum of One Thousand and no Dollars, (\$ 1000.00), which is evidenced by two certain promissory notes of even date herewith, to-wit:

One note due May 8, 1908, for \$ 500.00; one note due May 8, 1908, for \$ 500.00, and one note due May 8, 1908, for \$ 500.00.

NOW THEREFORE, the said Usher Carson, and Georgie B. Carson, 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 H. C. Rawlings his heirs and assigns forever, the following described real estate, to-wit:

Part of Lot three (3) Block One Hundred and Ninety-two (192) described is a plat of land fifty by one hundred and forty feet having a frontage of fifty feet on Boulder Avenue and a depth of one hundred and forty feet to an alley and adjoining Lot two with a uniform width of fifty feet. In the City of Tulsa Indian Territory according to government plat and survey thereof 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 H. C. Rawlings 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 U of the first part, covenant and agree with the said part G 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 G of the second part, his heirs and assigns, in one or more insurance companies satisfactory to the said part G of the second part, against fire, lightning or tornadoes. Should the part U of the first part make default in the performance of any of these stipulations, the said part G of the second part may immediately perform and discharge the same, and all accounts so expended by the said part G 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, Georgie B. Carson, wife of said Usher Carson, do hereby release and quitclaim unto the said H. C. Rawlings 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 Usher Carson his heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said H. C. Rawlings his executors, administrators, or assigns, the aforesaid sum 2 of money, with interest thereon, according to the tenor of said note S, 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.

Usher Carson (L. S.)

Georgie B. Carson (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 Usher Carson 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 Georgie B. Carson wife of said Usher Carson 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 8 day of November 1907.

My commission expires May 20 1911.

[SEAL]

W. S. M. Huskey

Notary Public.

Filed for Record Nov 9 1907 at 11 o'clock AM.

Chas. Lorton

Deputy Clerk & Ex-Officio Recorder.