

7312  
MORTGAGE OF REAL PROPERTY

471

THIS INDENTURE, Made this 11<sup>th</sup> day of November A. D. 1907, between Mattie E. Paquin of Tulsa Ind Terr a widow and his wife, and Matilda Petrick of Tulsa Ind Terr, witnesseth, that

WHEREAS, the said Mattie E. Paquin is justly indebted to the said Matilda Petrick in the sum of Seven Hundred Fifty Dollars, (\$ 1153.15), which is evidenced by one certain promissory note of even date herewith, to-wit:

One note due May 11<sup>th</sup>, 1908, for \$ 1153.15; one note due May 11<sup>th</sup>, 1908, for \$ 1153.15; and one note due May 11<sup>th</sup>, 1908, for \$ 1153.15.

One note due May 11<sup>th</sup>, 1908, for \$ 1153.15; one note due May 11<sup>th</sup>, 1908, for \$ 1153.15; and one note due May 11<sup>th</sup>, 1908, for \$ 1153.15.

NOW THEREFORE, the said Mattie E. Paquin, and Matilda Petrick, 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 Matilda Petrick, her heirs and assigns forever, the following described real estate, to-wit:

The northerly fifty (50) feet of Lot No. two (2) in Block No. One Hundred and seventy one (171) in the original town of Tulsa Indian Territory according to the official plat and survey thereof. The same having a frontage of fifty (50) feet on South Detroit Avenue and a uniform depth of One hundred and forty (140) feet to the alley in said block.

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 Matilda Petrick, her heirs and assigns unto her own proper use, benefit and behoof forever.

AND WHEREAS, For the further security of said indebtedness, the said part of of the first part, covenant and agree with the said part of 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 of of the second part, his heirs and assigns, in one or more insurance companies satisfactory to the said part of of the second part, against fire, lightning or tornadoes. Should the part of of the first part make default in the performance of any of these stipulations, the said part of of the second part may immediately perform and discharge the same, and all accounts so expended by the said part of 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, Matilda Petrick, wife of said Matilda Petrick, do hereby release and quit-

claim unto the said Matilda Petrick, 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 Mattie E. Paquin, her heirs, ex-  
ecutors, or administrators, shall well and truly pay or cause to be paid to the said Matilda Petrick, her  
executors, administrators, or assigns, the aforesaid sum of of money, with interest thereon, according to the tenor of said note of, then this instrument  
shall be void, otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this the 11<sup>th</sup> day and year first above written.

Mattie E. Paquin (L. S.)

(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 Mattie E. Paquin to me known as  
the mortgagor in the foregoing instrument, and stated that She 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 Matilda Petrick

wife of said Matilda Petrick 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 N. P. on this 11<sup>th</sup> day of November 1907

My commission expires July 7 1908

[SEAL]

Matilda Petrick

W. B. Rose

Notary Public.

Filed for Record Nov 11 1907 at 2<sup>30</sup> o'clock P. M.

Otis Lorton

Deputy Clerk & Ex-Officio Recorder.