

# MORTGAGE OF REAL PROPERTY

H. L. ...  
 C. L. ...  
 C. E. ...  
 C. L. ...

THIS INDENTURE, Made this 12 day of November A. D. 1907, between Lindley Beard of Tulsa and William Beard his wife, and George Bullitt of Tulsa, witnesseth, that

WHEREAS, the said Lendley Beard and Annie Beard is justly indebted to the  
said George Brullette in the sum of seven  
Hundred Dollars, (\$ 700<sup>00</sup>), which is evidenced by one certain promissory note<sup>d</sup> of  
even date herewith, to-wit:

One note due on or before Nov. 1, 1909, for \$ 700.00; one note due bearing interest from date at 7% payable annually  
One note due \_\_\_\_\_, 190, for \$ \_\_\_\_\_ for \$ \_\_\_\_\_, and one note due \_\_\_\_\_

190 \_\_\_\_\_, for \$ \_\_\_\_\_

NOW THEREFORE, the said Lindley Beard and Amie  
Beard, 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 George Bullitt  
heirs and assigns forever, the following described real estate, to-wit:

Part of Lot five (5) and six (6) in Block thirty (30) described as a plot of ground included within the following limits: Beginning at the south west corner of said Block thirty (30) and running in a north <sup>by</sup> <sup>west</sup> <sup>by</sup> <sup>west</sup> line of said Block thirty (30) a distance of 150 feet thence in an easterly direction on a line parallel to the lot line between lots 5 and 6 a distance of ninety (90) feet thence in a westerly direction on a line parallel to the westerly line of said Block 30 a distance of 150 feet to the northerly line of north second street and thence in a westerly direction along said northerly line of north second street a distance of 90 feet to the place of beginning all in said Block 30 in the Town of Tulsa Indian Territory according to the Government 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 George Bullette  
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 1.00 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 1.00 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 1.00 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, Annie Beard  
 wife of said Lindley Beard, do hereby release and quit-  
claim unto the said George Bullitt 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 Lindley Beard, Annie Beard, their heirs, ex-  
ecutors, or administrators, shall well and truly pay or cause to be paid to the said George Buellette 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, me have hereunto set our hand s on this the day and year first above written.

Lindley Beard (L. S.)  
Annie Beard (L. S.)

Annex B (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 Leimley Board 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 Amos B. Beard  
 wife of said Lindley Beard 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 1<sup>st</sup> day of November 1907

My commission expires Sept 9<sup>th</sup> 1908

[SEAL] *Western*  
*Dist. I.T.*

Chas. A. West  
Notary Public.

Filed for Record *Nov 15* 190*7* at *10<sup>45</sup>* o'clock *A*.M.

*Otis Horton*  
Deputy Clerk & Ex-Officio Recorder.