

## MORTGAGE OF REAL PROPERTY

THIS INDENTURE, Made this 22nd day of November, A. D. 1902, between Robert A. Shipman of Tulsa, Oklahoma and Lina Shipman his wife, and H. H. Morgan of Oklahoma City, witnesseth, that

WHEREAS, the said Robert A. Shipman is justly indebted to the said H. H. Morgan in the sum of seven thousand Dollars, (\$2000.00), which is evidenced by two certain promissory notes of even date herewith, to-wit:

One note due Nov. 22nd, 1902, for \$3500.00; one note due Nov. 22nd, 1902, for \$3500.00; and one note due Nov. 22nd, 1902, for \$0.00.

NOW THEREFORE, the said Robert A. Shipman, and Lina Shipman, 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. H. Morgan, his heirs and assigns forever, the following described real estate, to-wit:

A tract of ground in the City of Tulsa, Tulsa County, Oklahoma, described by metes and bounds as follows to-wit: Beginning at the Northwest corner of lot numbered ten in block numbered eight eight, thence South on lot line fifty feet, thence East parallel with the North line of said lot ninety feet, thence North parallel with the West line of said lot fifty feet to North line of said lot thence North on lot line ninety feet to place of beginning, being a rectangular tract of ground fronting fifty feet on Boston Avenue and ninety feet on first street.

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. H. Morgan 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 3 of the first part, covenant and agree with the said part 2 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 2 of the second part, his heirs and assigns, in one or more insurance companies satisfactory to the said part 2 of the second part, against fire, lightning or tornadoes. Should the part 2 of the first part make default in the performance of any of these stipulations, the said part 2 of the second part may immediately perform and discharge the same, and all accounts so expended by the said part 2 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, Shipman, wife of said Robert A. Shipman, do hereby release and quit-claim unto the said H. H. Morgan 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 Robert A. Shipman heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said H. H. Morgan his heirs, executors, administrators, or assigns, the aforesaid sum of money, with interest thereon, according to the tenor of said note 2, then this instrument shall be void, otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, We Robert A. Shipman have hereunto set our hand and seal on this the day and year first above written.

Robert A. Shipman (L. S.)  
Lina Shipman (L. S.)

UNITED STATES OF AMERICA,  
 WESTERN DISTRICT  
 INDIAN TERRITORY,

State of Oklahoma  
 ss. Tulsa County ss.

BE IT REMEMBERED, That on this day came before me, the undersigned, a Notary Public within and for the County and State of Indian Territory aforesaid, duly commissioned and acting Robert A. Shipman 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 Lina Shipman wife of said Robert A. Shipman 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 22nd day of November, 1902

My commission expires April 1st, 1907

[SEAL]

Frank M. Rodolf  
 Notary Public.

Filed for Record Nov 22, 1902 at 1:05 o'clock P. M.

(Seal)

H. B. Mackley  
 Deputy Clerk & Ex-Officio Recorder