

MORTGAGE OF REAL PROPERTY

THIS INDENTURE, Made this 15th day of November A. D. 1907, between Floyd and Bert Davis husband and wife of Julesa Ind Ter and Sallie E Gray his wife, and Sallie E Gray of Julesa Ind Ter, witnesseth, that

WHEREAS, the said Floyd and Bert Davis are justly indebted to the said Sallie E Gray in the sum of Five hundred Dollars, (\$500.00), which is evidenced by one certain promissory note of even date herewith, to-wit:

One note due Nov 15, 1908, for \$500.00; one note due Nov 15, 1909, for \$500.00; and one note due Nov 15, 19010, for \$500.00.

NOW THEREFORE, the said Floyd and Bert Davis, and Sallie E Gray, 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 Sallie E Gray, her heirs and assigns forever, the following described real estate, to-wit:

Lots three Block fifteen (15) in Lynch & Forsyth's Addition to the city of Julesa, Ind. Ter.

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 Sallie E Gray, 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 Floyd and Bert Davis of the first part, covenant and agree with the said Sallie E Gray 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 Sallie E Gray of the second part, her heirs and assigns, in one or more insurance companies satisfactory to the said Sallie E Gray of the second part, against fire, lightning or tornadoes. Should the Floyd and Bert Davis of the first part make default in the performance of any of these stipulations, the said Sallie E Gray of the second part may immediately perform and discharge the same, and all accounts so expended by the said Sallie E Gray 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, Sallie E Gray, wife of said Floyd and Bert Davis, do hereby release and quitclaim unto the said Sallie E Gray, 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 Floyd and Bert Davis, heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Sallie E Gray, her heirs, 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, Sallie E Gray have hereunto set her hand & seal on this the day and year first above written.

Floyd Davis (L. S.)

Bert Davis (L. S.)

UNITED STATES OF AMERICA,
WESTERN DISTRICT

INDIAN TERRITORY } ss.
State of Oklahoma County of Julesa

BE IT REMEMBERED, That on this day came before me, the undersigned, a Notary Public within and for the County of Julesa, State of Oklahoma, District of Indian Territory aforesaid, duly commissioned and acting Floyd Davis and Bert Davis 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 Sallie E Gray, wife of said Floyd and Bert Davis, 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 18 day of November 1907.

My commission expires 11 day of June 19010.

[SEAL]

Saul P McBriney
Notary Public.

Filed for Record Dec 16 1907 at 4:45 o'clock P. M.

(Seal)

W. C. Walker, Jr.
Deputy Clerk & Ex-Officio Recorder.