

MORTGAGE OF REAL PROPERTY

THIS INDENTURE, Made this 14th day of November A. D. 1907, between J. E. Miller of Tulsa and Elsie Alberta Miller his wife, and Margaret L. Gray of Missouri, witnesseth, that

WHEREAS, the said J. E. Miller and Elsie Alberta Miller ^{her wife are} is justly indebted to the said Margaret L. Gray in the sum of Three Hundred Dollars, (\$ 300), which is evidenced by certain promissory note of even date herewith, to-wit:

One note due November 14, 1908, for \$ 300; one note due 190

One note due 190, for \$ 100, for \$ 100, and one note due

190, for \$ 100

NOW THEREFORE, the said J. E. Miller and Elsie Alberta Miller, 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 Margaret L. Gray her heirs and assigns forever, the following described real estate, to-wit:

all of Lot five (5) Block nine (9) in Landreys Addition to the City of Tulsa, Creek nation, Western District Indian Territory according to the recorded plat of the aforesaid Addition

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 Margaret L. Gray her heirs and assigns and unto their own proper use, benefit and behoof forever.

AND WHEREAS, For the further security of said indebtedness, the said part of the first part, covenant and agree with the said part 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 the second part, her heirs and assigns, in one or more insurance companies satisfactory to the said part of the second part, against fire, lightning or tornadoes. Should the part of the first part make default in the performance of any of these stipulations, the said part of the second part may immediately perform and discharge the same, and all accounts so expended by the said part 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, Elsie Alberta Miller, wife of said J. E. Miller, do hereby release and quitclaim unto the said Margaret L. 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 J. E. Miller and Elsie Alberta Miller their executors, or administrators, shall well and truly pay or cause to be paid to the said Margaret L. Gray her 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, have hereunto set hand on this the day and year first above written.

J. E. Miller (L. S.)
Elsie Alberta Miller (L. S.)

UNITED STATES OF AMERICA.
WESTERN DISTRICT
INDIAN TERRITORY, } SS.

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 J. E. Miller to me known as one of the mortgagor S 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 Elsie Alberta Miller wife of said J. E. Miller 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 18th day of Nov 1907

My commission expires Jan 11 1908

[SEAL]

David P. McBriney
Notary Public.

Filed for Record Dec 16 1907 at 9:45 o'clock A.M.

H. C. Walkey Reg. of Deeds
Deputy Clerk & Ex-Officio Recorder.