

## MORTGAGE OF REAL PROPERTY

THIS INDENTURE, Made this 13<sup>th</sup> day of November A. D. 1907, between W. M. Wilson of Tulsa and Electa Wilson his wife, and Sallie E. Gray of Missouri, witnesseth, that

WHEREAS, the said W. M. Wilson is justly indebted to the said Sallie E. Gray in the sum of One Thousand two hundred Dollars, (\$ 1200<sup>00</sup>), which is evidenced by his certain promissory note of even date herewith, to-wit:

One note due November 14, 1908, for \$ 1200; one note due       , 190      

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

NOW THEREFORE, the said W. M. Wilson and Electa Wilson, 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:

The north half of Lot one (1) Block one hundred twenty four (124) Tulsa, Creek nation, Western District Indian Territory, according to the approved government plat of the aforesaid town, being a plot of ground fifty (50) ft. by one hundred and forty (140) feet.

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 their own proper use, benefit and behoof forever.

AND WHEREAS, For the further security of said indebtedness, the said parties of the first part, covenant and agree with the said parties 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 parties of the second part, her heirs and assigns, in one or more insurance companies satisfactory to the said parties of the second part, against fire, lightning or tornadoes. Should the parties of the first part make default in the performance of any of these stipulations, the said parties of the second part may immediately perform and discharge the same, and all accounts so expended by the said parties 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, Electa Wilson, wife of said W. M. Wilson, 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 W. M. Wilson his heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Sallie E. Gray her heirs, executors, 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, I have hereunto set my hand on this the day and year first above written.

W. M. Wilson (L. S.)

Electa Wilson (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 W. M. Wilson 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 Electa Wilson wife of said W. M. Wilson 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 13<sup>th</sup> day of November 1907

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

[SEAL]

B. F. Pettus

Notary Public.

Filed for Record Dec 16 1907 at 9<sup>45</sup> o'clock A. M.

(Seal)

H. C. Walkley Reg. of Deeds  
Deputy Clerk & Ex. Officer, Recorder.