

MORTGAGE OF REAL PROPERTY

THIS INDENTURE, Made this 19th day of October A. D. 1907, between Julia A Berry Single of Tulla and his wife, and

of _____, witnesseth, that

WHEREAS, the said Fidel A Berry is justly indebted to the
said M T Maloney in the sum of Thirty - five
Hundred Dollars, (\$ 3500 00), which is evidenced by two certain promissory notes of
even date herewith, to-wit:

One note due October 19 4, 1908, for \$1500⁰⁰; one note due Oct 19 1912, 190-2000⁰⁰

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

190 for \$

NOW THEREFORE, the said Fidelis A Berry, and _____,

the tenor and effect of said note above mentioned, do hereby grant, bargain, sell and convey unto the said M. T. Malone his wife, for the better securing the payment of the money aforesaid, with interest thereon according to

his heirs and assigns forever, the following described real estate, to-wit:

all of that part of Lot numbered five (5), in Block numbered one hundred and sixty (160) of the original town of Tulsa described as follows. Begin at the southwesterly corner of Lot five; thence northeasterly one hundred and forty (140) feet to the alley; thence north westerly fifty (50) feet along said alley; thence southerly one hundred & forty (140) feet parallel to Lot one four and five; thence southeasterly fifty (50) feet to the place of beginning all in the City of Tulsa, Oklahoma District Indian Territory. Said lot has a frontage of fifty feet by a depth of one hundred & fifty 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 M. T. Maloney
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 4 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 4 of the second part, their 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 4 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~~

_____ wife of said _____, do hereby release and quit-claim unto the said _____ 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 Endell A Berry her heirs, ex-
ecutors, or administrators, shall well and truly pay or cause to be paid to the said Mr. T. Maloney
executors, administrators, or assigns, the aforesaid sum of \$500.00 of money, with interest thereon, according to the tenor of said notes, 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.

Fidèle A. Berry (L. S.)

~~UNITED STATES OF AMERICA.~~
~~WESTERN DISTRICT~~
~~INDIAN TERRITORY,~~

SS. } State of Oklahoma
Tulsa County

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 Edwin A. Berry to me known as the mortgagor She in the foregoing instrument, and stated that She 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~~

wife of said _____ 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 20 day of December 1907

My commission expires March 29 1961

[SEAL]

Bernardine C. Conner
Notary Public.

Filed for Record Dec 24 1907 at 3 o'clock P. M.

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