

## MORTGAGE OF REAL PROPERTY

THIS INDENTURE, Made this 16<sup>th</sup> day of December A. D. 1907, between P. H. Caldwell will a widower of Tulsa Oklahoma and  
his wife, and John Burroughs  
of Tulsa Oklahoma, witnesseth, that

WHEREAS, the said P. H. Caldwell is justly indebted to the said John E. Burroughs in the sum of Two Hundred Sixty Two and 00/100 Dollars, (\$ 262.00), which is evidenced by one certain promissory note of even date herewith, to-wit:  
December 16<sup>th</sup>  
One note due on or before, 1908, for \$ 262.00 bearing interest at the rate of 8% per annum from date until paid and signed by P. H. Caldwell.  
One note due 190, for \$ —, for \$ —, for \$ —, and one note due 190, for \$ —.

NOW THEREFORE, the said P. H. Caldwell, and 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 John E. Burroughs his heirs and assigns forever, the following described real estate, to-wit:

The south fifty (50) feet of Lot numbered Five (5) in Block numbered Burton 14, in the City of Tulsa Oklahoma according to the Government survey of said City.

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 John E. Burroughs 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 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 John E. Burroughs 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 P. H. Caldwell his heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said John E. Burroughs 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, I have hereunto set my hand on this the day and year first above written.

P. H. Caldwell (L. S.)  
(L. S.)

State of Oklahoma  
UNITED STATES OF AMERICA.  
WESTERN DISTRICT  
INDIAN TERRITORY  
County of Tulsa SS.

BE IT REMEMBERED, That on this day came before me, the undersigned, a Notary Public in and for the County of Tulsa District of Indian Territory aforesaid, duly commissioned and acting P. H. Caldwell 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 — 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 16<sup>th</sup> day of December 1907

My commission expires August 30 1908.

[SEAL]

H. W. Randolph  
Notary Public.

Filed for Record Dec. 16 1907 at 3<sup>55</sup> o'clock P. M.

(seal)

H. W. Randolph Reg. of Deeds  
Deputy Clerk to the Office of Recorder.