

MORTGAGE OF REAL PROPERTY

THIS INDENTURE, Made this 29th day of December A. D. 1907, between Mary E. Young of County of Tulsa, Oklahoma and F. G. Rodolf of Tulsa, Oklahoma, witnesseth, that

WHEREAS, the said Mary E. Young is justly indebted to the said F. G. Rodolf in the sum of Six Hundred Dollars, (\$ 600.00), which is evidenced by one certain promissory note of even date herewith, to-wit:

One note due Dec 20th 1907, for \$ 600.00; one note due 190, for \$ 190; and one note due 190, for \$ 190.

NOW THEREFORE, the said Mary E. Young, 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 F. G. Rodolf his heirs and assigns forever, the following described real estate, to-wit:

The north-east quarter of the south-east quarter of Section eighteen, and the west-half of the south-west quarter of Section seventeen, all in township seventeen, north Range Thirteen east in the County of Tulsa and State of Oklahoma

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 F. G. Rodolf 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 1 of the first part, covenant and agree with the said part 2 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 2 of the second part, his heirs and assigns, in one or more insurance companies satisfactory to the said part 2 of the second part, against fire, lightning or tornadoes. Should the part 1 of the first part make default in the performance of any of these stipulations, the said part 2 of the second part may immediately perform and discharge the same; and all accounts so expended by the said part 2 of the second part, his 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, Mary E. Young, wife of said F. G. Rodolf, do hereby release and quit claim unto the said F. G. Rodolf his 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 Mary E. Young heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said F. G. Rodolf his 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 Mary E. Young have hereunto set my hand on this the day and year first above written.

Mary E. Young (L. S.)
F. G. Rodolf (L. S.)

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

State of Oklahoma } ss
County of Tulsa

BE IT REMEMBERED, That on this day came before me, the undersigned, a Notary Public within and for the County of Tulsa District of Indian Territory aforesaid, duly commissioned and acting Mary E. Young nee Mary E. Brockman to me known as the mortgagor 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 F. G. Rodolf 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 20th day of December 1907.

My commission expires April 1st 1907.

[SEAL]

Frank M. Rodolf
Notary Public.

Filed for Record Dec 22 1907 at 2:45 P.M.

H. C. Walker
Deputy Clerk & Ex-Officio Recorder