

## MORTGAGE OF REAL PROPERTY

THIS INDENTURE, Made this 9th day of January A. D. 1905, between Sarah B. Dixon, a single woman of Tulsa, Oklahoma and W. L. Sumpter his wife, and W. L. Sumpter of Tulsa, Oklahoma, witnesseth, that

WHEREAS, the said Sarah B. Dixon is justly indebted to the said W. L. Sumpter in the sum of Twelve Hundred and no/100 Dollars, (\$ 1200.00), which is evidenced by one certain promissory note of even date herewith, to-wit:

One note due X X X X, 190X, for \$ X X; only note due X X, 19X

One note due Jan 5, 1905, for \$ 1200.00, for \$       , and one note due       , 190      , for \$       

NOW THEREFORE, the said Sarah B. Dixon, 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 W. L. Sumpter his heirs and assigns forever, the following described real estate, to-wit:

Lot three (3) in Block four (4) of Warner Addition to the City of Tulsa 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 W. L. Sumpter 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 y of the first part, covenant and agree with the said part y 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 y of the second part, his heirs and assigns, in one or more insurance companies satisfactory to the said part y of the second part, against fire, lightning or tornadoes. Should the part y of the first part make default in the performance of any of these stipulations, the said part y of the second part may immediately perform and discharge the same, and all accounts so expended by the said part y 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, Sarah B. Dixon, wife of said W. L. Sumpter, do hereby release and quitclaim unto the said W. L. Sumpter 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 Sarah B. Dixon her heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said W. L. Sumpter 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 Sarah B. Dixon have hereunto set my hand on this the day and year first above written.

Sarah B. Dixon (L. S.)  
(L. S.)

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

BE IT REMEMBERED, That on this day came before me, the undersigned, a Notary Public within and for the State and District of Indian Territory aforesaid, duly commissioned and acting Sarah B. Dixon 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 W. L. Sumpter 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 9th day of January 1905

My commission expires August 22nd 1905

[SEAL]

H. W. Randolph  
Notary Public.

Filed for Record Jan 9 1905 at 4 o'clock P. M.

H. B. Walkley, Jr.  
Deputy Clerk & Ex-Officio Recorder.