

MORTGAGE OF REAL PROPERTY

THIS INDENTURE, Made this 17th day of January A. D. 1908, between Emma Gurley of Tulsa, Okla and O. W. Gurley her husband, and J. B. Woodbury his wife, and

of Tulsa, Okla, witnesseth, that

WHEREAS, the said Emma Gurley is justly indebted to the said J. B. Woodbury in the sum of Eight hundred fifty Dollars, (\$ 850.00), which is evidenced by said certain promissory note of even date herewith, to-wit:

One note due Jan. 17th, 1909, for \$ 850.00; one note due Jan. 17th, 1909, for \$ 850.00; and one note due Jan. 17th, 1909, for \$ 850.00.

NOW THEREFORE, the said Emma Gurley, and O. W. Gurley her husband, 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 J. B. Woodbury his heirs and assigns forever, the following described real estate, to-wit:

All that part of lot two (2) in block forty-six (46) having a frontage of fifty (50) feet on Greenwood Ave. and a depth of one hundred and forty (140) feet to an alley and adjoining lot three (3) in block forty-six (46) with a uniform width of fifty (50) feet all in the city of Tulsa, Oklahoma, according to the recorded plat thereof.

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 J. B. Woodbury his heirs and assigns and unto them own proper use, benefit and behoof forever.

AND WHEREAS, For the further security of said indebtedness, the said part of the first part, covenant and agree with the said part of the second part, his heirs and assigns, in one or more insurance companies satisfactory to the said part of the second part, against fire, lightning or tornadoes. Should the part of the first part make default in the performance of any of these stipulations, the said part of the second part may immediately perform and discharge the same, and all accounts so expended by the said part 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, O. W. Gurley husband of said Emma Gurley, do hereby release and quitclaim unto the said J. B. Woodbury 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 Emma Gurley her heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said J. B. Woodbury 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, we have hereunto set our hand on this the day and year first above written.

Witness Emma Gurley (L. S.)
O. W. Gurley (L. S.)
R. B. Elliott

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

BE IT REMEMBERED, That on this day came before me, the undersigned, a Notary Public within and for the Tulsa County, Oklahoma District of Indian Territory aforesaid, duly commissioned and acting Emma Gurley 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 O. W. Gurley husband of said Emma Gurley 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 N. P. on this 17th day of January, 1908

My commission expires 190

Comm. Expires [SEAL]

N. P. Notary Public.

Filed for Record Jan 17 1908 at 11:00 o'clock a. M.

(Seal)

H. B. Wallley Reg. of Deeds
 Deputy Clerk & Ex. Officer Recorder.

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.

J. B. Woodbury
Mar. 27, 1911
H. B. Wallley
 Register of Deeds