

MORTGAGE OF REAL PROPERTY

THIS INDENTURE, Made this 25th day of November A. D. 1907, between Rebecca Anderson of Highland Okla and John H. Anderson her husband Frank C. Giddings Trustee of Tulsa Okla, witnesseth, that

WHEREAS, the said Rebecca Anderson is justly indebted to the said Frank C. Giddings Trustee in the sum of One hundred Dollars, (\$ 100.00), which is evidenced by one certain promissory note of even date herewith, to-wit:
 One note due Nov. 26, 1908, for \$ with interest at 8% per annum from date one note due, 1907
 One note due _____, 190____, for \$ _____, for \$ _____, and one note due _____, 190____, for \$ _____

NOW THEREFORE, the said Rebecca Anderson, and John H. Anderson her husband, 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 Frank C. Giddings Trustee heirs and assigns forever, the following described real estate, to-wit:

Lot ten (10) of block two (2) in Highlands Addition to Tulsa Okla according to the plat thereof filed and recorded in the office of the Recorder for the 28th Recording District County of Tulsa, 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 Frank C. Giddings Trustee heirs and assigns unto _____ 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, 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 _____ of the second part, 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, John H. Anderson her husband, do hereby release and quitclaim unto the said Frank C. Giddings Trustee 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 Rebecca Anderson her heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Frank C. Giddings Trustee 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 _____ have hereunto set my hand on this the day and year first above written.

Rebecca Anderson (L. S.)
John H. Anderson (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 above named State of Oklahoma
District of Indian Territory aforesaid, duly commissioned and acting Rebecca Anderson & John H. Anderson to me known as

the mortgagor & _____ in the foregoing instrument, and stated that to be y 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 Rebecca Anderson wife of said John H. Anderson 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 26th day of November 1907

My commission expires Sept. 18 1900

[SEAL]

Geo. W. Davis
 Notary Public.

Filed for Record Jan. 17 1908 at 11 o'clock P. M.

(Seal)

H. C. Walker, Reg. of Deeds
 Deputy Clerk & Ex. Officer Recorder