

MORTGAGE OF REAL PROPERTY

THIS INDENTURE, Made this 21st day of December A. D. 1907, between Henry R. Lollie of Dulca Oklahoma and Caroline Lollie his wife, and Geo W Wallach

of _____, witnesseth, that

WHEREAS, the said Henry R. Lollie and Caroline Lollie are justly indebted to the said Geo W Wallach in the sum of Two Hundred ten Dollars, (\$ 210 00), which is evidenced by one certain promissory note of even date herewith, to-wit:

One note due Dec 21st, 1907, for \$ 210 00; one note due _____, 190 _____

One note due _____, 190 _____, for \$ _____, for \$ _____, and one note due _____, 190 _____, for \$ _____

NOW THEREFORE, the said Henry R. Lollie and Caroline Lollie, 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 Geo W Wallach

his heirs and assigns forever, the following described real estate, to-wit:

All of Lot one in Block Forty nine and Lot one in Block Fifty (L. 13K 49 and L. 13K 50) in the Town of Dulca 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 Geo W Wallach his heirs and assigns and unto their own proper use, benefit and behoof forever.

AND WHEREAS, For the further security of said indebtedness, the said part of of the first part, covenant and agree with the said part of 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 of the second part, his heirs and assigns, in one or more insurance companies satisfactory to the said part of of the second part, against fire, lightning or tornadoes. Should the part of of the first part make default in the performance of any of these stipulations, the said part of of the second part may immediately perform and discharge the same, and all accounts so expended by the said part of 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, Caroline Lollie wife of said Henry R. Lollie, do hereby release and quitclaim unto the said Geo W Wallach 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 Henry R. Lollie his heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Geo W Wallach 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 and on this the day and year first above written.

Witnesses to mark, S. V. Sturgis Henry R. Lollie (L. S.)
H. A. Earne Caroline Lollie (L. S.)
mark

UNITED STATES OF AMERICA.
 WESTERN DISTRICT Dulca Co. SS.
 INDIAN TERRITORY
State of Oklahoma.
BE IT REMEMBERED, That on this day came before me, the undersigned, a Notary Public within and for the Co. of Dulca
State of Okla.
District of Indian Territory aforesaid, duly commissioned and acting Henry R. Lollie 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 Caroline Lollie wife of said Henry R. Lollie 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 23 day of December 1907

My commission expires Dec 14 1911

Notarial [SEAL]

H. A. Earne
 Notary Public.

Filed for Record Dec 23 1907 at 11:30 o'clock AM

(Seal) H. C. Walkley, Reg. & Deeds
 Deputy Clerk & Ex. Officer Recorder.