

MORTGAGE OF REAL PROPERTY

THIS INDENTURE, Made this 2nd. day of January, A. D. 1908, between George W. Adams of Cuyahoga County, Ohio, and Minnie E. Adams his wife, and Albert A. Phayer of Cleveland, Ohio, witnesseseth, that

WHEREAS, the said George W. Evans is justly indebted to the
said Albert A. Dwyer in the sum of Two Thousand
Six Hundred and 00/100 Dollars, (\$ 2600.00), which is evidenced by one certain promissory note of
even date herewith, to-wit:

One note due July 1st, 1908, for \$ 2620.00, for \$ 72, and one note due 190, for \$ 72

NOW THEREFORE, the said George W. Adams, and Minnie E. Adams, 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 Albert C. Payer

his heirs and assigns forever, the following described real estate, to-wit: The NW 1/4 of the SE 1/4 of the NE 1/4 of Sec. 23, and the NW 1/4 of the SW 1/4 of Sec. 27, and the NE 1/2 of the SW 1/4 of the NW 1/4 and the SE 1/4 of the SW 1/4 of Sec. 30 all in Down, 20 Range 14, and Lot 3 in Block 4, Bellview Addition, in Tulsa Oklahoma, and the NW 1/2 of the SE 1/4 of the NW 1/4 of Sec. 36 Down, 20 Range 12, not heretofore conveyed by mortgage on and the NE 1/4 of the NE 1/4 of Sec. 23 Down 19 Range 11 East, and the NW 1/2 of the SE 1/4 of the SE 1/4 of Sec. 13, and the NE 1/4 of the SW 1/4 of the NE 1/4 of Sec. 24 all in Down, 20 Range 12, and the S 1/2 of the SW 1/4 of the SW 1/4 of Sec. 15, Down, 20 Range 14 East and an undivided one half interest in the NW 1/2 of the SW 1/4 of the SE 1/4 and the SE 1/4 of the SW 1/4 of Sec. 15, and the NW 1/2 of the NW 1/4 of the NE 1/4 and the NE 1/4 of the NW 1/4 of Sec. 22 all in Down 19 Range 12 East.

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 Albert A. Thayer
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 ~~1st~~ ^{4th} of the first part, covenant and agree with the said part ~~1st~~ ^{4th} 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 ~~1st~~ ^{4th} of the second part, ~~the~~ heirs and assigns, in one or more insurance companies satisfactory to the said part ~~1st~~ ^{4th} of the second part, against fire, lightning or tornadoes. Should the part ~~1st~~ ^{4th} of the first part make default in the performance of any of these stipulations, the said part ~~1st~~ ^{4th} of the second part may immediately perform and discharge the same, and all ~~accounts so~~ ^{amounts so} expended by the said part ~~1st~~ ^{4th} of the second part, ~~the~~ 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, Minnie E. Adams, wife of said George W. Adams, do hereby release and quit-claim unto the said Albert A. Thayer 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 George W. Adams his heirs, ex-
ecutors, or administrators, shall well and truly pay or cause to be paid to the said Albert A. Thayer 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.

George W. Adams (L. S.)
Minnie E. Adams (L. S.)

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

~~BE IT REMEMBERED, That on this day came before me, the undersigned, a _____ within and for the _____~~
~~District of Indian Territory aforesaid, duly commissioned and acting _____ 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 _____, wife of said _____, 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 _____ on this _____ day of _____ 190 _____

~~My commission expires~~ _____ 190 _____

~~SEAL~~

Notary Public

Filed for Record 190 at o'clock M.

Deputy Clerk & Ex-Officio Recorder

Acknowledgment:

State of Oklahoma. } ss

(Under County) Refers me a notary public in and for said County and State, on this 13th day of January, 1907, personally appeared George W. Adams and Minnie E. Adams to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged that they executed the same as their free and voluntary act and deed for the most useful purpose.
 Therein set forth.
 Robert C. Spencer, Notary Public.
 Notarial Seal. My commission expires July 2, 1910.
 Filed for record Jan. 14, 1908 at 2 o'clock P.M. H. C. Wallkey Reg. of Records (Seal)