

MORTGAGE OF REAL PROPERTY

THIS INDENTURE, Made this 15th day of January A. D. 1906, between Frank
Waddelet of Tulsa Oklahoma and
Winnie B. his wife, and J. P. McCarry
of Tulsa Okla, witnesseth, that

WHEREAS, the said Frank L. Middleton is justly indebted to the
said J. P. McCarty in the sum of
Five Hundred Dollars, (\$ 500.00), which is evidenced by one certain promissory note of
even date herewith, to-wit:

One note due October 1st, 1905, for \$ 500.00, and one note due , 190
~~One note due , 190 , for \$, and one note due , 190~~
 190 , for \$

NOW THEREFORE, the said Frank L. Middleton, and Mary B. Middleton, 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 J. P. McCarty his heirs and assigns forever, the following described real estate, to-wit:

Let eleven (11) in Block Two (2) of the "Bliss Addition to Tulsa Okla" - according to the plat thereof filed at the office of the Recorder in and for Tulsa County Okla.

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
C. P. McPart : 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 4th of the first part, covenant and agree with the said part 7th 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 4th of the second part, his heirs and assigns, in one or more insurance companies satisfactory to the said part 4th of the second part, against fire, lightning or tornadoes. Should the part 4th of the first part make default in the performance of any of these stipulations, the said part 7th of the second part may immediately perform and discharge the same, and all accounts so expended by the said part 4th 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, Minna L.
 _____, wife of said Frank L. Middleton, do hereby release and quit-
 claim unto the said J. P. McCarty 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 Frank L. Middleton his heirs, ex-
ecutors, or administrators, shall well and truly pay or cause to be paid to the said J. P. McHenry 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* hands on this the day and year first above written.

Frank L. Middleton (L. S.)

Wm. B. Middleton (L.S.)

State of Oklahoma
UNITED STATES OF AMERICA.
WESTERN DISTRICT
INDIAN TERRITORY, } SS.

BE IT REMEMBERED, That on this day came before me, the undersigned, a Notary Public within and for the said State and County District of Indian Territory aforesaid, duly commissioned and acting Frank L. Middleton 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 Marquis B. Middleton
 wife of said Frank L. Middleton to me well known, and in the absence of her said husband de-
 clared 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 15 day of January 1908

My commission expires Nov. 24 1909

[SEAL]

James D. Madros
Notary Public.

Filed for Record Jan 16 1908 at 4:30 o'clock P. M.

P. M.
(Seal) *H. B. Walker Reg. of Deeds*
Deputy Clerk & Ex. Office Recorder.