

MORTGAGE OF REAL PROPERTY

THIS INDENTURE, Made this thirteenth day of January A. D. 1908, between Wm O Bohmfield of Tulsa, Oklahoma and Jessie Bohmfield his wife, and Laura King of Indian Territory, witnesseth, that

WHEREAS, the said Wm O Bohmfield and Jessie Bohmfield is justly indebted to the said Laura King in the sum of Five Hundred Dollars, (\$ 500.00), which is evidenced by two certain promissory notes of even date herewith, to-wit:

One note due Jan 13, 1909, for \$ 200.00 and; one note due Jan 13, 1900.
One note due Jan 13, 1900, for \$ 250.00 with privilege to pay the whole or any part of the above amount at any time before due.

NOW THEREFORE, the said Wm O Bohmfield and Jessie Bohmfield, and Jessie Bohmfield, 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 Laura King, her heirs and assigns forever, the following described real estate, to-wit:

Lot numbered nine (9) and ten (10) in Block number three (3) in Bliss Addition to the City of Tulsa, in the County of Tulsa, - and 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 Laura King, her heirs and assigns and unto her 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 continuously insured for the benefit of the said part of the second part, her 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, Laura King, wife of said Wm O Bohmfield, do hereby release and quit claim unto the said Wm O Bohmfield and Jessie Bohmfield 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 Wm O Bohmfield and Jessie Bohmfield heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Laura King, her heirs and assigns, the aforesaid sum of money, with interest thereon, according to the tenor of said notes, 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 Frank S. Frater Wm O Bohmfield (L. S.)
Jessie Bohmfield (L. S.)

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

BE IT REMEMBERED, That on this day came before me, the undersigned, a Notary Public within and for the County and State of Indian Territory aforesaid, duly commissioned and acting Wm O Bohmfield and Jessie Bohmfield to me known as the mortgagor W in the foregoing instrument, and stated that they had executed the same of their free and voluntary act and deed and for the uses and set forth.

And on the same day voluntarily appeared before me, the said Wm O Bohmfield and Jessie Bohmfield 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 14th day of January 1908.
My commission expires Dec. 16 1901.

[SEAL]

Frank S. Frater
Notary Public.

Filed for Record Jan 20 1908 at 11:45 o'clock a. M.

(Seal) H. C. W. Walker Reg. of Deeds
Deputy Clerk & Ex. Officer Recorder.