

MORTGAGE OF REAL PROPERTY

THIS INDENTURE, Made this 20th day of January A. D. 1908, between Norma Posey, nee Namia Williams of Bixby, Okla and Tom Posey her husband his wife, and Morton Henderson of Bixby, Okla, witnesseth, that

WHEREAS, the said Norma Posey is justly indebted to the said Morton Henderson in the sum of one hundred twenty Dollars, (\$ 120 00), which is evidenced by one certain promissory note of even date herewith, to-wit:

One note due Feb. 20, 1908, for \$ 120 00; one note due _____, 190 _____

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

NOW THEREFORE, the said Norma Posey, and Tom Posey 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 Morton Henderson his heirs and assigns forever, the following described real estate, to-wit:

The south east one fourth (1/4) of the south east one fourth (1/4) of sec. twenty (20) Township seventeen (17) Range thirteen (13) east containing forty acres more or less

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 Morton Henderson his heirs and assigns unto his own proper use, benefit and behoof forever.

AND WHEREAS, For the further security of said indebtedness, the said part 1/4 of the first part, covenant and agree with the said part 1/4 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 1/4 of the second part, his heirs and assigns, in one or more insurance companies satisfactory to the said part 1/4 of the second part, against fire, lightning or tornadoes. Should the part 1/4 of the first part make default in the performance of any of these stipulations, the said part 1/4 of the second part may immediately perform and discharge the same, and all accounts so expended by the said part 1/4 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, Tom Posey husband of said Norma Posey, do hereby release and quitclaim unto the said Morton Henderson 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 Norma Posey her heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Morton Henderson 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.

Norma Posey (L. S.)

Tom Posey (L. S.)

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

BE IT REMEMBERED, That on this day came before me, the undersigned, a Notary Public within and for the County of Tulsa District of Indian Territory aforesaid, duly commissioned and acting Norma Posey to me known as the mortgagor in the foregoing instrument, and stated that she 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 Tom Posey husband of said Norma Posey 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 on this 20th day of January 1908

My commission expires 0 1908

[SEAL]

Henry Hornecker
Notary Public.

Filed for Record Jan 24 1908 at 8:30 o'clock a. M.

(Seal)

H. C. Walkley Reg. of Deeds
Deputy Clerk & Ex. Officer-Recorder