

MORTGAGE OF REAL PROPERTY

THIS INDENTURE, Made this 28th day of January A. D. 1908 between A. A. Wilson of Tulsa, Okla. his wife, and J. B. Woodbury of Tulsa, Ok., witnesseth, that

WHEREAS, the said A. A. Wilson is justly indebted to the said J. B. Woodbury in the sum of Nine Hundred Dollars, (\$ 900 00), which is evidenced by one certain promissory note of even date herewith, to-wit:

One note due Jan. 28, 1907, for \$; one note due , 190

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

190 , for \$

NOW THEREFORE, the said A. A. Wilson, and Jennie Wilson, 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. B. Woodbury, his heirs and assigns forever, the following described real estate, to-wit:

The North east quarter of the North west quarter of Section Eighteen, Township N. 12 E., Range Fourteen E. & N. W. 4 Sec. 18 Tp. 19 R. 14)

East of the Indian Base & Meridian containing 40 acres more or less by U. S. Govt. Survey.

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 J. B. Woodbury, 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 2 of the first part, covenant and agree with the said part 2 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 2 of the second part, 2 heirs and assigns, in one or more insurance companies satisfactory to the said part 2 of the second part, against fire, lightning or tornadoes. Should the part 2 of the first part make default in the performance of any of these stipulations, the said part 2 of the second part may immediately perform and discharge the same, and all accounts so expended by the said part 2 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, Jennie Wilson, wife of said A. A. Wilson, do hereby release and quitclaim unto the said J. B. Woodbury, 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 A. A. Wilson, his heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said J. B. Woodbury, his heirs, 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 s. on this the day and year first above written.

A. A. Wilson (L. S.)

Jennie Wilson (L. S.)

UNITED STATES OF AMERICA. }
WESTERN DISTRICT } ss.
INDIAN TERRITORY, }

BE IT REMEMBERED, That on this day came before me, the undersigned, a Notary Public within and for the Tulsa County, State of Oklahoma District of Indian Territory aforesaid, duly commissioned and acting A. A. Wilson 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 Jennie Wilson wife of said A. A. Wilson 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 28 day of January 1908

My commission expires Dec. 14 1901

Notarial [SEAL]

H. A. Earns Notary Public.

Filed for Record Jan 28 1908 at 2⁴⁰ o'clock P. M.

(Seal)

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