

## MORTGAGE OF REAL PROPERTY

THIS INDENTURE, Made this 12th day of February A. D. 1908, between Mary E. McGuire a single woman of Indian Territory and Arnold L. Sumpter

, witnesseth, that  
WHEREAS, the said Mary E. McGuire is justly indebted to the said Arnold L. Sumpter in the sum of Two hundred eighty Dollars, (\$ 1280.00 ), which is evidenced by two certain promissory notes of even date herewith, to-wit:  
One note due May 12th, 1908, for \$ 330.00 ; one note due Feb 12th, 1909  
~~One note due~~ 190, for \$ 950, for \$ 0, and one note due

190 0, for \$ 0  
NOW THEREFORE, the said Mary E. McGuire, and 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 Arnold L. Sumpter, his heirs and assigns forever, the following described real estate, to-wit:

Lot thirty-four (34), thirty-five (35), and thirty-six (36) Block 14, in the Perry Addition to the City of Tulsa, Oklahoma the same being a piece of land eighty and one half feet by one hundred forty feet

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 Arnold L. Sumpter 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 4 of the first part, covenant and agree with the said part 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 4 of the second part, his heirs and assigns, in one or more insurance companies satisfactory to the said part 4 of the second part, against fire, lightning or tornadoes. Should the part 4 of the first part make default in the performance of any of these stipulations, the said part 4 of the second part may immediately perform and discharge the same, and all accounts so expended by the said part 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 ten per cent per annum payable on demand.

And for the consideration aforesaid, and for diverse other good and valuable considerations, I, wife of said, do hereby release and quit claim unto the said 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 Mary E. McGuire her heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Arnold L. Sumpter his executors, administrators, or assigns, the aforesaid sum of money, with interest thereon, according to the tenor of said note if, then this instrument shall be void, otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this the day and year first above written.

Mary E. McGuire (L. S.)  
Arnold L. Sumpter (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 and State of Indian Territory aforesaid, duly commissioned and acting Mary E. McGuire 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 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 Notary Public on this 12th day of February 1908  
My commission expires Aug 20th 1908

[SEAL]

H. M. Randolph  
Notary Public.

Filed for Record Feb 12 1908 at 9<sup>40</sup> o'clock a.m.

(Seal) H. C. Walker Dep. Sec. of State  
Deputy Clerk & Ex. Officer, Recorder