

## MORTGAGE OF REAL PROPERTY

THIS INDENTURE, Made this 15<sup>th</sup> day of Oct, A. D. 1906 between Pearl V. Ealy and W. J. Ealy of Edinburgh husband and wife, and Jane Appleby of Edinburgh, witnesseth, that

WHEREAS, the said Pearl V. Ealy is justly indebted to the said Jane Appleby in the sum of One Hundred Dollars (\$ 102.00), which is evidenced by one certain promissory note of even date herewith, to-wit:

One note due Oct. 15, 1907, for \$ 102.00; one note due       , 190      

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

NOW THEREFORE, the said Pearl V. Ealy, and W. J. Ealy 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 Jane Appleby, her heirs and assigns forever, the following described real estate, to-wit:

Lot Nine (9) in Block Fourteen (14) in the "Sunset and Pomeroy Addition" to the City of Tulsa, Ind. Ter. as shown by the recorded plat thereof.

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 Jane Appleby 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 of the first part, covenant and agree with the said party of the second part, her heirs and assigns, in one or more insurance companies satisfactory to the said party of the second part, against fire, lightning or tornadoes. Should the part of of the first part make default in the performance of any of these stipulations, the said party of the second part may immediately perform and discharge the same, and all accounts so expended by the said party 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, W. J. Ealy, husband of said Pearl V. Ealy, do hereby release and quit-claim unto the said Jane Appleby her heirs and assigns, all my right, claim, or possibility of certain in and out of the afore described premises.

CONDITIONED, However, that if the said Pearl V. Ealy her heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said Jane Appleby her 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.

Pearl V. Ealy (L. S.)

W. J. Ealy (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 Western District of Indian Territory aforesaid, duly commissioned and acting Pearl V. Ealy 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 W. J. Ealy, husband of said Pearl V. Ealy to me well known, and in the absence of her said husband declared that he had, of her own free will, executed said deed and signed and sealed the relinquishment of her 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 18<sup>th</sup> day of Oct, 1906

My commission expires 7/2/10-9 190

Notarial [SEAL]

Noble Mitchell  
Notary Public.

Filed for Record Feb. 10 1908 at 11<sup>20</sup> o'clock A. M.

(Seal)

H. C. Walkey, Reg. of Deeds  
Deputy Clerk & Ex-Officio Recorder