

## MORTGAGE OF REAL PROPERTY

THIS INDENTURE, Made this 20th day of August A. D. 1907, between  
Harvey L. Bayard of Tulsa Indian Ter and  
 his wife, and Walter C. Clark  
 of Tulsa Indian Ter, witnesseth, that

WHEREAS, the said Harvey L. Bayard is justly indebted to the  
 said Walter C. Clark in the sum of  
Two hundred Dollars, (\$ 200.00), which is evidenced by one certain promissory note of  
 even date herewith, to-wit:

One note due August 20th, 1907, for \$ 200.00, one note due 1907  
 One note due 1907, for \$ 1907, and one note due  
 190 1907, for \$ 1907

NOW THEREFORE, the said Harvey L. Bayard, 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  
Walter C. Clark, his heirs and assigns forever, the following described real estate, to-wit:

Lot number six (6) and seven (7) in Block number  
six (6) of Oakdale Suburb of Tulsa, Indian Territory,  
according to 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  
Walter C. Clark his heirs and assigns and unto his 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 indebt-  
 edness 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  
 wife of said Harvey L. Bayard, do hereby release and quit-  
 claim unto the said Walter C. Clark 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 Harvey L. Bayard his heirs, ex-  
 ecutors, or administrators, shall well and truly pay or cause to be paid to the said Walter C. Clark  
 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, I have hereunto set my hand on this the day and year first above written.

Harvey L. Bayard (L. S.)  
Walter C. Clark (L. S.)

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

BE IT REMEMBERED, That on this day came before me, the undersigned, a Mary Public within and for the Western  
 District of Indian Territory aforesaid, duly commissioned and acting Harvey L. Bayard 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  
 wife of said Harvey L. Bayard to me well known, and in the absence of her said husband de-  
 clared 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 Mary Public on this 20th day of August 1907  
 My commission expires Sept. 15 1907

[SEAL]

Geo. M. Shaw  
 Notary Public.

Filed for Record Feb. 20 1907 at 5 o'clock P. M.

(Seal)

H. B. Walker  
 Deputy Clerk & Ex-Officio Recorder.