

MORTGAGE OF REAL PROPERTY

THIS INDENTURE, Made this nineteenth day of March A. D. 1908, between Alfred M. Krug of Tulsa Okla. and Ella F. Krug his wife, and C. W. Smith of Tulsa Okla., witnesseth, that

WHEREAS, the said Alfred M. Krug is justly indebted to the said C. W. Smith in the sum of Four Hundred Dollars, (\$ 400.00), which is evidenced by one certain promissory note of even date herewith, to-wit:

One note due Sept. 19, 1908, for \$ 400.00; one note due _____, 190 _____

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

NOW THEREFORE, the said Alfred M. Krug, and Ella F. Krug, 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 C. W. Smith

heirs and assigns forever, the following described real estate, to-wit:

Lot nine (9) in Block forty five (45) in the Owens addition to the City of Tulsa Okla. and one lot in Bellview Addition to Tulsa Okla., described as follows to-wit: - Beginning at a point on the west line of Section seven 787 1/2 feet north of the south west corner of the north west quarter of said section; thence north forty seven 1/2 feet (47 1/2) thence east 125 feet; thence south forty seven 1/2 feet (47 1/2) thence west 125 feet to the place of beginning and all being in Section seven (7) Township 19 and Range 13 East 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 C. W. Smith 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 _____ of the first part, covenant and agree with the said part _____ 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 _____ of the second part, - heirs and assigns, in one or more insurance companies satisfactory to the said part _____ of the second part, against fire, lightning or tornadoes. Should the part _____ of the first part make default in the performance of any of these stipulations, the said part _____ of the second part may immediately perform and discharge the same, and all accounts so expended by the said part _____ 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, Ella F. Krug wife of said Alfred M. Krug, do hereby release and quitclaim unto the said C. W. Smith 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 Alfred M. Krug his heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said C. W. Smith 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.

Alfred M. Krug (L. S.)

Ella F. Krug (L. S.)

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

BE IT REMEMBERED, That on this day came before me, the undersigned, a Notary Public within and for the City of Tulsa County of Tulsa District of Indian Territory aforesaid, duly commissioned and acting as M. Krug & Ella F. Krug to me known as the mortgagor S 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 _____ 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 19 day of March 1908

My commission expires Jan 21 1912

[SEAL]

C. W. Vincent
Notary Public.

Filed for Record Mar. 19 1908 at 4:45 o'clock P. M.

H. C. Mackley
Deputy Clerk & Ex-Officio Recorder.