

MORTGAGE OF REAL PROPERTY

THIS INDENTURE, Made this 20th day of March, A. D. 1908, between Charles Haley of Tulsa, Okla. and Georgia Haley his wife, and B. D. Colley of Tulsa Okla., witnesseth, that

WHEREAS, the said Charles Haley is justly indebted to the said B. D. Colley in the sum of One thousand + Twenty Five Dollars, (\$ 1025), which is evidenced by his certain promissory note of even date herewith, to-wit:

One note due June 20, 1908, for \$ 1025; one note due 190

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

NOW THEREFORE, the said Charles Haley, and Georgia Haley, 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 B. D. Colley, his heirs and assigns forever, the following described real estate, to-wit:

Lot One (1) in Block Five (5) in the Friend & Gillette Addition to the Town of Tulsa Oklahoma

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 B. D. Colley, his heirs and assigns unto his own proper use, benefit and behoof forever.

AND WHEREAS, For the further security of said indebtedness, the said part 1 of the first part, covenant and agree with the said part 1 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 1 of the second part, his heirs and assigns, in one or more insurance companies satisfactory to the said part 1 of the second part, against fire, lightning or tornadoes. Should the part 1 of the first part make default in the performance of any of these stipulations, the said part 1 of the second part may immediately perform and discharge the same, and all accounts so expended by the said part 1 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, Georgia Haley, wife of said Charles Haley, do hereby release and quitclaim unto the said B. D. Colley, 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 Charles Haley, his heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said B. D. Colley, his 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.

Charles Haley (I. S.)

Georgia Haley (I. S.)

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

State of Oklahoma ss.
Tulsa County

BE IT REMEMBERED, That on this day came before me, the undersigned, a Notary Public within and for the State of Oklahoma District of Indian Territory aforesaid, duly commissioned and acting Charles Haley & Georgia Haley to me known as the mortgagor & in the foregoing instrument, and stated that they 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 Charles Haley 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 20th day of March, 1908

My commission expires May 14th, 1909
[SEAL]

W. L. Brockman
Notary Public.

Filed for Record Mar. 21, 1908 at 1:30 o'clock P.M.

(Seal)

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

For value received, I hereby certify that the within mortgage and deed are in full of the debt and acknowledgment hereof is before me and acknowledged before me by the parties to the same.